

AGENDA

Plans and Programs Policy Committee

September 20, 2006, 12:00 p.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Plans and Programs Committee Membership

Chair

*Paul Eaton, Mayor
City of Montclair*

Vice Chair

*Mark Nuaimi, Mayor
City of Fontana*

East Valley Representatives

*Bea Cortes, Mayor Pro Tem
City of Grand Terrace*

*Richard Riddell, Mayor
City of Yucaipa*

*Larry McCallon, Council Member
City of Highland*

West Valley Representatives

*Diane Williams, Mayor Pro Tem
Rancho Cucamonga*

Mountain/Desert Representatives

*Kevin Cole, Mayor
Twentynine Palms*

*Paul Cook, Mayor
Town of Yucca Valley*

*James Lindley, Council Member
City of Hesperia*

San Bernardino County

Bill Postmus, Supervisor

Paul Biane, Supervisor

Dennis Hansberger, Supervisor

Josie Gonzalez, Supervisor

Gary Ovitt, Supervisor

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Plans and Programs Policy Committee
September 20, 2006
12:00 p.m.

LOCATION:
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER - 12:00 p.m.
(Meeting chaired by Mayor Paul Eaton)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications

1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of September 20, 2006 Pg. 10

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minute summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Plans and Programs Attendance Roster

Pg. 11

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Discussion Calendar

3. **Release of Request for Proposals (RFP) for an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA)** Pg. 12

Authorize the Release of RFP C07073 – Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority. **Mike Bair**

4. **Update on local jurisdiction compliance with the SANBAG Development Mitigation Program** Pg. 20

Receive report on status of local jurisdiction compliance with the SANBAG Development Mitigation Program **Steve Smith**

5. **Amendments to the Development Mitigation Nexus Study** Pg. 24

Approve amendments to the Development Mitigation Nexus Study **Steve Smith**

6. **Statement by Elected Representatives on Goods Movement as an Overriding Priority** Pg. 28

Information only. **Ty Schuiling**

7. **Measure I 2010-2040 Strategic Plan Policy Issues** Pg. 30

Approve process described below and provide direction as appropriate. **Ty Schuiling**

13. City of Yucaipa Project Advancement Agreement**Pg. 100**

Approve Project Advancement Cooperative Agreement C07100 with the City of Yucaipa for the Oak Glen Road Widening from Yucaipa Boulevard to Avenue E project. **Andrea Zureick**

14. City of Yucaipa Project Advancement Agreement**Pg. 107**

Approve Project Advancement Cooperative Agreement C07101 with the City of Yucaipa for Intersection Improvement project at Wildwood Canyon Road and 5th Street. **Andrea Zureick**

15. Quarterly Administrative Report on SANBAG Federal Funding Programs. Pg. 114

- 1) Receive Report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

16. San Bernardino Valley Measure I Audits**Pg. 120**

Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 20, 2005 for the jurisdictions in the San Bernardino Valley Subregion. **Ryan Graham**

This item appeared before the Plans and Programs Committee on June 21, 2006, but no action was taken due to the lack of a quorum. This item is scheduled for review by the Plans and Programs Committee on September 20, 2006.

17. Measure I Renewal Expenses related to Registrar of Voters and Legal Counsel Pg. 148

Receive report on final accounting of expenses related to Measure I Registrar of Voters charges and legal counsel for the Sierra Club litigation.

Deborah Barmack

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on September 15, 2006 and is scheduled for review by the Plans and Programs Committee on September 20, 2006.

18. Interagency Agreement for the Provision of Regional Rideshare Services Pg. 150

1. Approve Interagency Agreement No. C07-074 with Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC) and the Ventura County Transportation Commission (VCTC), for the Provision of Regional Rideshare Services. This item has no financial impact; and
2. Authorize the Executive Director to execute the agreement.

Michelle Kirkhoff

This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006. Counsel has reviewed this item as to form.

19. Southern California 511 System Pg. 157

Receive information regarding the development of a regional 511 system.

Michelle Kirkhoff

Public Comments

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

20. Additional Items from Committee Members**21. Brief Comments by General Public****Additional Information****22. Acronym List Pg. 160**

ADJOURNMENT

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276 and ask for Joanne Cook.

**The next Plans and Programs Meeting
is October 18, 2006.**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: September 20, 2006

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
N/A	N/A	N/A	N/A

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by the SANBAG Board of Directors and Policy Committee members.

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Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

PLANS AND PROGRAMS POLICY COMMITTEE ATTENDANCE - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
EAST VALLEY												
Richard Riddell	X	X	X	X	X	X	X	Cancelled				
Kelly Chastain	X	X	X	X		X		Cancelled				
Larry McCallon				X	X		X	Cancelled				
WEST VALLEY												
Paul Eaton Chair	X		X	X	X	X	X	Cancelled				
Mark Nuaimi	X		X					Cancelled				
Diane Williams	X	X	X	X	X	X	X	Cancelled				
MT/DESERT												
Kevin Cole	X	X	X	X	X		X	Cancelled				
Paul Cook	X	X	X		X			Cancelled				
Jim Lindley	X	X	X	X	X	X	X	Cancelled				
SAN BERNARDINO COUNTY												
Gary Ovitt	X	X		X				Cancelled				
Josie Gonzales	X	X	X		X		X	Cancelled				
Dennis Hansberger	X		X	X			X	Cancelled				
Paul Biane	X	X	X	X			X	Cancelled				
Bill Postmus		X	X	X				Cancelled				

X - indicates member attended the meeting.
 Crossed out box indicates member was not on the committee as of that month.
 Empty box indicates committee members did not attend the meeting in that month.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: September 20, 2006

Subject: Release of Request for Proposals (RFP) for an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA)

Recommendation:* Authorize the Release of RFP C07073 – Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority.

Background: During the past fiscal year, both the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA) requested that SANBAG, acting as the county transportation commission, provide funding for an analysis of their respective transit operations. Funding for such work was included in the adopted Fiscal Year 2006-2007 agency budget.

The attached RFP C07073 has been reviewed by both transit agencies and is now ready for release. The work effort includes: development of goals, objectives and service standards; review of existing transit services, fare structure, on-board survey data and unmet transit needs; development of service improvement proposals; and, development of a five-year financially constrained operating and capital plan.

The RFP allows for proposals to be submitted for either one of the transit systems or for both.

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Approved
Plans and Programs Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Financial Impact: The development of the RFP is consistent with the adopted agency budget under Tasks 3 1807000 – Morongo Basin Transit and 32107000 – Mountain Area Transit.

Reviewed By: This item will be reviewed by the Plans and Programs Committee on September 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

**REQUEST FOR PROPOSALS
RFP C07073**

**OPERATIONS ANALYSIS OF THE
MORONGO BASIN TRANSIT AUTHORITY
AND
MOUNTAIN AREA REGIONAL TRANSIT
AUTHORITY**

Proposals Due: 4:00 p.m., October 31, 2006

RFP C07073

OPERATIONS ANALYSIS OF THE MORONGO BASIN TRANSIT AUTHORITY AND MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY

A. BACKGROUND

In cooperation with the Morongo Basin Transit Authority (MBTA) and the Mountain Area Regional Transit Authority (MARTA), the San Bernardino Associated Governments (SANBAG) is seeking proposals to conduct an operational analysis of two rural transit systems in San Bernardino County. The operational analysis shall include a the development of system goals and objectives and service standards; a review of existing transit services, including effectiveness and efficiency measures by type of service; a review of fare policy and structure; a review of user survey data collected in the Spring of 2005; a review of unmet transit needs testimony received during public hearings held in September 2006; the development of transit service improvement proposals; and the development of a five year operating and capital plan covering fiscal years 2007/2008 through 2011/2012.

The Morongo Basin Transit Authority (MBTA) is a joint powers agency that provides public transit within the greater Morongo Basin which includes the City of Twentynine Palms, Town of Yucca Valley and the unincorporated communities of Joshua Tree, Landers, Morongo Valley, Yucca Mesa and Wonder Valley. Deviated fixed route service is provided within the City of Twentynine Palms, Town of Yucca Valley and the community of Landers. General public dial-a-ride service is also provided within the City of Twentynine Palms, Town of Yucca Valley and the communities of Morongo Valley, Yucca Mesa and Wonder Valley. In addition, MBTA provides deviated fixed route service between the Morongo Basin and the Palm Springs area in Riverside County. For the current fiscal year, MBTA is expected to operate 37,399 revenue hours of service with a fleet of 14 vehicles and an operating budget of \$2,377,248.

The Mountain Area Regional Transit Authority (MARTA) is a joint powers agency that provides public transit within the San Bernardino Mountains which includes the City of Big Bear Lake and the unincorporated communities of Big Bear City, Lake Erwin, Fawnskin, Crestline, Blue Jay, Lake Arrowhead, Running Springs and Green Valley Lake. Fixed route service is provided within the Big Bear Valley and between Crestline, Lake Arrowhead, Running Springs and Green Valley Lake. General public dial-a-ride is also provided within the Big Bear Valley, Crestline, Blue Jay, Lake Arrowhead and Running Springs. MARTA also operates a Visitor's Trolley on Fridays, the weekends and holidays within the City of Big Bear Lake. Transit service between the mountain communities and San Bernardino is also provided by MARTA. For the current fiscal

year, MARTA is expected to operate 34,800 revenues hours of service with a fleet of 18 vehicles and an operating budget of \$2,232,511.

B. SCOPE OF WORK

As noted above the scope of work for the operational analysis will be the same for both transit systems. At a minimum the following tasks shall be completed:

1. The development goals and objectives and service standards for each transit system is a critical component of the operational analysis. This activity will include interviews with community organizations and each authority board of directors. The goals and objectives and service standards shall provide guidance in the development of the short range transit plan.
2. The review of existing transit services, including effectiveness and efficiency measures by type of service and by day of week (average weekday, Saturday and Sunday) will be conducted. This review shall include an analysis of revenue vehicle utilization, especially for the dial-a-ride services provided. The review will identify potential changes in the service to improve performance.
3. The review of fare policy and structure will include trends in the ratio of fares to operating cost over the last three years; the appropriateness of the existing fare structure, including fare zones, multi-ride fare media, and discounts for students, elderly individuals and individuals with disabilities. Any recommendations for change shall include an analysis of the impact on revenue collected.
4. The review of on-board survey data collected in 2006. SANBAG will provide the results of user surveys conducted in the Spring of 2005. The survey included length and frequency of use, trip purpose, auto availability, satisfaction and importance of service characteristics, and demographic information.
5. The review of unmet transit needs testimony received during public hearings held in September 2006. SANBAG will provide a summary of the testimony received from public hearings, emails and written correspondence as well as the SANBAG Board adopted definitions of "unmet transit needs" and "reasonable to meet". The review will determine whether there should be any changes made to existing service or any new services implemented to address unmet needs that can be reasonably met.
6. Using the results from the above tasks, transit service improvement proposals and possible changes to the fare structure will be developed and presented to the public and transit agency governing boards for consideration and comment. Transit service improvement proposals shall address capital requirements (equipment), if any, operating expenses and performance issues. Proposed changes to the fare structure shall include impact on total passenger revenue generated and the ratio of fare revenue

to operating cost. A set of recommendations for service improvements and/or fare structure changes will be developed at the conclusion of this task.

7. The development of a five year operating and capital plan covering fiscal years 2007/2008 through 2011/2012. This document will be a financially constrained short range transit plan (SRTP) for each system. The SRTP will include the implementation of service improvement and fare structure recommendations. A phasing of the recommendations over multiple years may be appropriate. The SRTP shall include: a) the description of existing services, including goals, objectives and service standards, fare structure, fleet inventory with accumulated mileage as of December 30, 2006, a summary of service characteristics for fiscal year 2004/2005, 2005/2006 and estimated for fiscal year 2006/2007; b) an analysis of existing service needs and deficiencies with recommendations; c) a summary of service characteristics for fiscal years 2007/2008 through 2011/2012; d) a listing of capital improvements for the five-year period with project justification and funding sources; and e) a operations financial plan with funding sources for the five-year period. SANBAG will provide estimates of the traditional transit funding sources for the five-year period.

C. PROPOSED RFP AND SCOPE OF WORK SCHEDULE

Release of Request for Proposal	October 4, 2006
Request for Clarifications	October 16, 2006
Response to Requests for Clarifications	October 20, 2006
Proposals Due to SANBAG	no later than 4:00 p.m., October 31, 2006
Possible Proposer Interviews	November 6, 2006
Recommend Contract Award to SANBAG Plans and Programs Committee	November 15, 2006
SANBAG Board Award of Contract	December 6, 2006
Notice to Proceed	December 8, 2006

It is anticipated that the development of the SRTP for each system will be completed by the end of March 2007. Approval of the SRTP by each transit agency governing board would occur in April 2007.

Requests for clarifications shall be submitted in written or email format up to the close of business on October 16, 2006. Responses to the requests for clarifications shall be posted on the SANBAG web site by the close of day on October 20, 2006.

D. SUBMITTAL OF PROPOSALS

Interested firms may submit a proposal for conducting the operational analysis for one or both of the transit systems. Proposing firms are to submit one original and four (4) copies of their proposal by 4:00 p.m., Tuesday, October 31, 2006. Proposals shall be addressed as follows:

San Bernardino Associated Governments
Attn: Michael Bair, Director of Transit and Rail Programs
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA. 92410-1715
(909) 884-8276

Proposals shall be comprised of the following:

1. Proposal Transmittal Letter – Not to exceed two pages and identifying the individual responsible for committing the firm.
2. Proposed Scope of Work in Response to the RFP – Scope shall address the firm's understanding of the work to be performed, including identification of specific tasks, timelines and work effort (personnel hours by task). Proposing firms are encouraged to identify opportunities to perform the work in the most cost effective manner.
3. Qualifications of the Firm(s) – Experience of the firm in conducting similar type studies within the past five years. This section should be limited to no more than 15 pages. If subcontractors are to be used, provide brief statements of similar type work performed within the past five years.
4. Qualifications of Proposed Staff – Include a brief resume of proposed staff accompanied with the identification of similar work the proposed staff has participated in within the past five years. The same information should be provided for any subcontractors.
5. Project Management – Provide an explanation of the project management system and practices used to assure that the project is completed within the scheduled timeframe and that the quality of the products will meet SANBAG's requirements.
6. References – Provide at least three references for whom the firms have provided similar work within the past five years. Client contact person name, with address and telephone number are to be provided. References for subcontractors shall also be provided.
7. Cost Proposal – Proposing firms are to prepare a cost proposal for each transit system work effort that includes a breakdown of expenses by proposed task. The cost proposal shall include all items that will be charged to SANBAG, including travel and other direct charges that will be involved in the project. Costs shall be segregated to show staff hours, rates and classification and administrative overhead. If subcontractors are to be used, the prospective contractor must indicate any mark-up.

E. BUDGET

The SANBAG Board has approved a budget of \$90,000 for the development of an operational analysis/short range transit plan for each transit system; or \$180,000 for both. Proposals may be submitted for either one of the two transit systems or for both. If the proposal is for both, a separate cost proposal for each is required.

F. CONTRACT TYPE

A cost-reimbursement not-to-exceed type of contract is anticipated. A ten percent retention will be held by SANBAG and released upon the successful completion of the work to be performed. The consultant will be paid based on work actually performed during the preceding month. The consultant should forward monthly invoices by the 15th of the following month. Each invoice shall be accompanied with a brief description of the work performed, identify any problems incurred and include suggested remedies in order to keep the project on schedule. Each invoice shall identify the total contract amount, the amount previously invoiced, the amount of SANBAG retention for that invoice and held to-date, and the remaining balance of the contract.

G. SANBAG CONTACT PERSONS:

Questions related to this RFP should be directed to the following individuals:

Primary Contact:

Michael A. Bair, Director of Transit and Rail Programs
San Bernardino Associated Governments
Phone (909) 884-8276, Ext 116
Fax (909) 885-4407
Email mbair@sanbag.ca.gov

Secondary Contact:

Beth Kranda, Transit Analyst
San Bernardino Associated Governments
Phone (909) 884-8276, Ext 159
Fax (909) 885-4407
Email bkranda@sanbag.ca.gov

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: September 20, 2006

Subject: Update on local jurisdiction compliance with the SANBAG Development Mitigation Program

Recommendation:* Receive report on status of local jurisdiction compliance with the SANBAG Development Mitigation Program

Background: A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County (Valley and Victor Valley) to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). Compliance is required by November 2, 2006, and most jurisdictions have made substantial progress in reaching this goal. This agenda item provides an update on the status of local jurisdiction compliance efforts.

As of mid-September, five jurisdictions have fully compliant development mitigation programs, and two additional jurisdictions have "conditionally compliant" programs. Conditionally compliant means that the jurisdiction must take one or more "cleanup" items to their city councils for approval within

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Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

approximately one month following the November 2 due date. The compliant programs currently include:

1. City of Chino Hills
2. City of Fontana (conditional)
3. City of Grand Terrace
4. City of Hesperia (conditional)
5. City of Montclair
6. City of Rancho Cucamonga
7. City of San Bernardino

The status of the other programs is as follows:

Adelanto—Took draft proposed fees to their City Council in February 2006. The City is in the process of conducting additional technical work with a consultant. SANBAG has not seen any additional material from the City of Adelanto since February.

Apple Valley—Adopted impact fees in May 2005. SANBAG staff has reviewed the program and has provided the Town with a list of items that need to be corrected prior to the program being certifiable. Town staff has indicated that the revisions to their DIF will go before Town Council in late September or early October.

Chino—The City has two separate fee plans currently in place, one for the City of Chino and a separate fee plan for the Preserve. SANBAG staff has reviewed the existing fee plans and has discussed with City staff the items that need to be addressed prior to their program being certifiable. City staff is working to incorporate the necessary changes into their existing fee plans and intends to take the changes before their Council in late September or early October.

Colton—SANBAG staff reviewed the City's proposed fees, ordinance and resolution in June. The items have been before the City Council in August and again in September. SANBAG staff is awaiting further information on the outcome of the public hearing on the fees, which took place September 5.

Highland—The City of Highland is working with a consultant to update all of its fees, including their circulation fee. The City intends to have material for SANBAG staff to review by early to mid October.

Loma Linda—The City retained a consultant to develop a transportation impact fee. City staff has submitted SANBAG draft material for review. SANBAG staff returned a list of comments to be incorporated into the fee plan. SANBAG staff has not seen any additional information since it provided comments in late August.

Ontario—The City has two separate fee plans, one for the Old Model Colony and one for the New Model Colony. Ontario was granted a Traffic Impact Analysis (TIA) waiver last year, but must make several adjustments in order to have fully compliant development mitigation program. SANBAG staff has discussed the fee plans with City staff, and the City staff is in the process of putting together a request for certification by SANBAG.

Redlands—The City has retained a fee consultant, but SANBAG staff has not seen any of their draft material.

Rialto—The City has retained a fee consultant, and SANBAG staff has reviewed draft materials twice. The City intends to take the fees before its Council in late September or early October.

Upland—The City has retained a fee consultant. SANBAG staff has reviewed the methodology but has not seen all of the requisite documents. City staff is preparing a resolution to take before the council for approval. The public hearing on the fees will be held in the middle of September, with the ordinance and resolution going before their council at the end of September.

Victorville—The City has development mitigation fees in place, but has not yet submitted material to SANBAG for review.

Yucaipa—The City has submitted its current development impact fee program for review and certification. SANBAG staff has asked for additional information, and the City is working with SANBAG to obtain all of the material necessary to determine that Yucaipa is in compliance.

San Bernardino County—SANBAG staff has reviewed several iterations of draft fee material. County staff has been working with the Supervisors to finalize the fee plans. A submittal is expected from the County in the near future.

It should also be noted that jurisdictions have been provided with three options for adoption of the cost escalation factor approved by the SANBAG Board in July, 2006:

1. Adopt the escalation factor into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2006.
2. In 2007, adopt both this year's and next year's escalation factors into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2007. Local jurisdictions choosing to pursue this option would need to provide a letter to SANBAG noting this decision by November 2006.
3. If a jurisdiction has not yet adopted their local development mitigation program, use the revised Nexus Study Tables 7 and 8 (see Attachment 3 in the July 5, 2006 Board agenda item), which includes the proposed escalation factor, as their revised development mitigation program and provide a copy of the development mitigation program to SANBAG for determination of compliance, consistent with Appendix J of the Congestion Management Program, by November 2, 2006.

Copies of the relevant resolutions or letters will be needed by the end of November, 2006.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: September 20, 2006

Subject: Amendments to the Development Mitigation Nexus Study

Recommendation:* Approve amendments to the Development Mitigation Nexus Study

Background: A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). The Development Mitigation Nexus Study has established development contribution fair share requirements for jurisdictions in the Valley and Victor Valley. The Nexus Study was approved by the SANBAG Board of Directors in October 2005.

Since the approval of the Nexus Study, several jurisdictions have provided updated information on key projects and data used in the Nexus Study. Although a full update of the Nexus Study will be conducted in 2007, the amendments being considered in this agenda item involve changes that could affect local jurisdiction compliance with the Nexus Study. The intent is to more accurately reflect cost and growth data based on the most recent information available from local jurisdictions. In addition, a significant annexation has taken place involving the City of Fontana.

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Approved
Plans and Programs Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

- a. Increase 2030 Single Family Dwelling Units from 25,695 to 32,849
 - b. Reduce 2030 Multi-Family Dwelling Units from 9,387 to 4,518
 - c. Increase 2030 retail employment from 5,136 to 9,967
 - d. Increase 2030 non-retail employment from 19,887 to 35,029
 - e. This results in an increase of the arterial fair share percentage from 41% to 55%
5. Other spheres of influence (unincorporated areas). The County of San Bernardino has provided a listing of proposed amendments based on a variety of issues. These proposed amendments are contained in Attachment 1 to this agenda item.

Tables 7 and 8 from the Nexus Study indicate each jurisdiction's fair share costs (i.e. from now through 2030) calculated using the previously agreed-upon methodology. These tables will be revised upon the approval of the amendments listed above. Acceptance of the above amendments is recommended in order to ensure that the most current information is used as the basis for assessing local jurisdiction compliance with the development mitigation program.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

ATTACHMENT 1: PROPOSED AMENDMENTS TO THE NEXUS STUDY FROM THE COUNTY OF SAN BERNARDINO

1. Adelanto Sphere

- a. Delete project:
US-395 from Calleja Road north to Desert Flower Road
- b. Add project:
Aster Road from Mojave Road to Cactus Road, construct 2 lane road, 0.5 miles
Total Cost: \$1,981,090/ Dev Share: \$1,248,086

2. Apple Valley Sphere

- a. Increase 2030 Single Family Dwelling Units from 2,650 to 4000.
Reason:
 - i. Nexus Study 2004-2030 growth is currently 1,111. 424 actual permits have been issued for SFDU since 2004 in the sphere (3 yrs of 26 year planning cycle of Nexus Study).
 - ii. The County's General Plan Update calculates 6400+ SFDU build out potential.
 - iii. Results in an increase in arterial fair share from 40% to 57%

3. Chino Sphere

- a. Revise project limits (portion moved to Montclair Sphere):
Change Pipeline from ".04m south of Philadelphia to Mission Blvd."
to ".04m south of Philadelphia to *Phillips Blvd.*" widen 2 lanes, .88 miles, Total Cost:
\$1,760,000/ Dev Share: \$651,200
- b. Delete project (moved to Montclair Sphere):
East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes
- c. Delete project (annexed by City of Chino)
Walnut Ave from .12m west of Norton to .3 miles east of Norton, widen 2 lanes

4. Hesperia Sphere – replace the three Nexus Study project descriptions with:

- a. Ranchero Street from Mariposa Road to a point .94 miles east of Mariposa - \$940,000/
Dev. Share: \$394,800
- b. Ranchero Street from 0.94 miles east of Mariposa Road to Escondido Ave. - \$1,500,000/
Dev. Share: \$630,000
- c. Ranchero Street from Escondido Ave. to Hesperia City limits - \$1,000,000/ Dev. Share:
\$420,000

5. Montclair Sphere

- a. Add project (moved from Chino Sphere):
Pipeline Ave from Phillips Blvd to Mission Blvd, widen 2 lanes, 0.73 miles
Total Cost: \$1,760,000/ Dev. Share: \$651,200

- b. Add project (moved from Chino Sphere):
East End Ave from Phillips Blvd to Grand Ave – widen 2 lanes, 0.13 miles
Total Cost: \$567,368/ Dev Share: \$210,423
- 6. Redlands Sphere
 - a. Add project (moved from Yucaipa Sphere):
Crafton Hills Parkway from Wabash to Overcrest/Tennessee, construct 2 lane road, 0.51 miles
Total Cost: \$1,020,000/ Dev Share: \$367,200
- 7. Rialto Sphere
 - a. Add project (moved from Fontana Sphere):
San Bernardino Ave from Laurel Ave to .07mi. east of Larch (Rialto CL), widen 2 lanes, 1.31 miles, Total Cost: \$3,275,000/ Dev Share: \$1,244,500
 - b. Add project:
Slover Ave from Alder Ave to Cactus Ave, widen 2 lanes, 2.35 miles
Total Cost: \$4,700,000/ Dev Share: \$1,786,000
- 8. Upland Sphere
 - a. Delete project (annexed by City of Upland):
Arrow Route from .02m east of Claremont to .18m west of Central, widen 2 lanes
- 9. Yucaipa Sphere
 - a. Delete project (moved to Redlands Sphere):
Crafton Hills Parkway from Wabash to Crafton PUD – construct 2 lanes
Reason: Should be in Redlands Sphere
- 10. Change “San Bernardino County Non-Sphere” to “SB County Devore/Glen Helen Non-Sphere”
- 11. Change “San Bernardino County – Donut Hole” to “SB County Redlands ‘Donut Hole’”

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: September 20, 2006

Subject: Statement by Elected Representatives on Goods Movement as an Overriding Priority

Recommendation:* Information only.

Background: Out of concern for the importance of goods movement to the economic future of the San Bernardino and Riverside Counties, the historic threat of being considered to be of secondary importance in relation to coastal interests, and the impact of goods movement on our environmental quality and communities, Mayor Loveridge of Riverside convened a meeting of several individuals active in Southern California goods movement planning to explore issues of coordination and leadership among the numerous ongoing freight-related initiatives in Southern California. Out of this discussion emerged a desire to:

- 1) craft a statement that reflects Inland local governments' understanding of the critical nature of these issues, and
- 2) increase recognition of the Inland Counties' position and essential role in the Southern California National Freight Gateway.

SANBAG staff was consulted on both the crafting of the statement and on the strategy to elevate the issue to prominence – a signing ceremony by officials from all Inland local governments against a backdrop of the West San Bernardino Intermodal Facility. The statement is consistent with the direction taken by the Multi-County Goods Movement Action Plan effort among the County Transportation Commissions, SCAG, and Caltrans, as well as the state's Goods

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Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Movement Action Plan. It should be noted that at no time were these activities described as a "demonstration...that could shut down a major San Bernardino street" as was reported by the press; in fact, use of the street was requested and approved through normal channels. Because of SANBAG's proximity to the venue, staff has offered use of the lobby for restroom facilities and refreshments.

Financial Impact: This item has no significant impact on the approved Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on September 15, 2006 and will be reviewed the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Minute Action

AGENDA ITEM: 7

Date: September 20, 2006

Subject: Measure I 2010-2040 Strategic Plan Policy Issues

Recommendation:* Approve process described below and provide direction as appropriate.

Background: The SANBAG Board of Directors approved working project cost factors and revenue projections on August 2, 2006. Because consideration of the Project Advancement element of the Measure I Strategic Plan Scope of work was addressed separately, the next steps in strategic plan development are:

- 1) Development of project prioritization policies and procedures,
- 2) Evaluation of the need for and benefit of "frontloading" or advancing funding for selected programs through inter-program borrowing,
- 3) Further definition of the relationship of fair share development contributions to the fund allocation process, and
- 4) Definition of project development and delivery responsibilities for freeway interchange, major roadway, and grade separation projects.

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Approved
Plans and Programs Policy Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Staff is preparing white papers on Measure I 2010-2040 Programs including:

- the Cajon Pass Program,
- the Mountain/Desert Major Local Projects Program,
- the Valley Freeway Program
- the Valley Freeway Interchange Program
- the Valley Major Streets Program
- the Valley Metrolink/Rail Program
- the Valley Express Bus/Bus Rapid Transit Program

that identify major technical and policy issues within each program associated with these elements of the scope of work, and alternative strategies to address them for detailed consideration by the policy committee with purview over each program. In addition, staff is developing a white paper to address the New Measure I Bond Financing Debt Capacity. Staff has also identified overarching or inter-programmatic issues (issues that affect multiple programs or may cause one program to affect others) that do not fit neatly into discussion of any one program. These issues include:

- Borrowing from one or more programs to “frontload” another program
- Interprogram sequencing
- Fiscal Management, and
- Project initiation

In October, staff proposes to provide copies of all white papers to the membership of each committee, although each committee will be asked to develop recommendations only on programs or issues within its purview. Staff proposes to then return to the Plans and Programs Committee for continued discussion and policy development on the complete spectrum of issues, with consideration of the input by the policy committees responsible for the various individual programs. The next workshop will be scheduled as appropriate to consider recommended approaches to the policy issues outlined above and discussed within the white papers. Members of the Board of Directors with interest in a particular program but not on the policy committee with purview over that program are encouraged to attend the committee meetings in an unofficial capacity.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Plans and Programs Agenda Item
September 20, 2006
Page 3 of 3

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on
September 20, 2006

Responsible Staff: Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: September 20, 2006

Subject: Southern California National Freight Gateway Memorandum of Understanding (MOU)

Recommendation:* Approve MOU with other Southern California Transportation Commissions, SCAG, the Ports, and State and Federal agencies to collaboratively formulate and implement freight movement and related environmental and community solutions for Southern California in its role as the principal gateway for Asian goods entering the United States.

Background: The objective of this MOU is the establishment of a process through which state and federal agencies would share responsibility and work collaboratively with the Southern California transportation agencies to address the infrastructure needs, environmental effects, and community impacts of increasing goods movement through Southern California.

Early and active involvement by federal and state agencies in formulation of the freight movement and environmental improvement strategy is critical because Southern California's freight challenge is substantially an outgrowth of federal and state policies on transportation and international trade. Efforts by the regional transportation agencies over the past year are designed to formalize shared responsibility for development and implementation of the freight movement and environmental improvement strategy among federal, state, and regional agencies, and to change the federal and state agencies' role from review of and reaction to a

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Approved
Plans and Programs Policy Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

final product, to collaboration in, and shared responsibility for, development and implementation of the strategy. Benefits are expected to include more timely development, approval, and delivery of infrastructure projects, and increased acceptance of federal and state responsibility to address air quality challenges, many of which that fall principally within the regulatory purview of the US Environmental Protection Agency and the California Environmental Protection Agency.

The potential for high-level federal collaboration to address Southern California's freight movement challenge emerged from a two-day, May 2005 conference on the National Environmental Policy Act at the University of California at Irvine (UCI), supported by SCAG (\$10,000) and SANBAG (\$5,000). There, present and past Counsels to the White House Council on Environmental Quality (CEQ) received a presentation on the impacts of U.S. international trade policy on the Southern California infrastructure and environment. Dinah Bear, General Counsel to CEQ in the George H. W. Bush, Clinton, and George W. Bush administrations, then invited and arranged for SCAG and SANBAG staff, along with attorney Lindell Marsh, co-convenor of the UCI NEPA conference and member of the Board of Directors of the Washington DC-based Growth Management Institute, to present this information to ranking representatives of other federal agencies and to initiate discussions leading toward formalization of a collaborative working relationship. A second trip in January 2006 generated commitments from the Undersecretary or Director levels of the US Department of Transportation (DOT), Department of the Interior, US Trade Representative, US Fish and Wildlife Service, and US Environmental Protection Agency to enter into negotiations on an MOU with regional and state agencies for these purposes. More recently, negotiations with Undersecretaries Szabat and Duvall at DOT, in part facilitated by staff to Senator Feinstein, have continued to be encouraging. Other efforts have focused on obtaining similar commitments from state agencies: Business, Transportation and Housing (BTH) and the California Environmental Protection Agency (CalEPA). Discussions with Barry Sedlik, Undersecretary of BTH, and Cindy Tuck, Assistant Secretary of CalEPA, are also encouraging.

Approval of this MOU is also agendized for action by the other Southern California Transportation Commissions and SCAG. The target time period for a ceremonial signing by all parties to the agreement is the second week of October.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

**SOUTHERN CALIFORNIA
NATIONAL FREIGHT GATEWAY STRATEGY**

**MEMORANDUM OF UNDERSTANDING
AMONG FEDERAL, STATE, REGIONAL AND LOCAL AGENCIES**

October __, 2006

This Memorandum of Understanding ("MOU") is entered into as of October __, 2006 by the undersigned federal, state and local agencies to provide for the cooperative development of a framework strategy to address environmental and community concerns, issues and opportunities relating to the increasing movement of imported goods within the "Southern California National Freight Gateway" area of the Los Angeles Metropolitan region extending from the Ports in San Pedro Bay and the Port of Hueneme to the cities of Barstow and Indio, California ("National Freight Gateway Area" or "Area").

I. RECITALS.

Acronyms are defined below.¹

Whereas, the San Pedro Bay Ports of Los Angeles and Long Beach are the largest port complex in the Nation and fifth largest in the world. *Together, they process 14.2 million twenty foot equivalent units of containers ("TEUs"), 44% of all the imported goods entering the Nation, with only 30% of these goods being consumed within the region and 70% being distributed primarily by truck and rail nation-wide. The number of TEUs processed per year is projected to increase to 42 million TEUs by 2030. The freight being moved annually has a value of \$200 billion, supports 2 million jobs, and generates \$16.4 billion in state and local taxes.*

Whereas, the population of the National Freight Gateway Area has been projected to increase from 18.1 to 22.9 million by 2030 (an increase of 4.8 million or 25.6% within 24 years), with significant demands on the capacity of the region's transportation infrastructure, *independent of any consideration of the increasing movement of freight.*

Whereas, the port of Hueneme is the only deep water harbor between Los Angeles and the San Francisco Bay area and is the U.S. Port of Entry for California's central coast region. It serves international businesses and ocean carriers from the Pacific Rim and Europe. The Port of Hueneme ranks among the top seaports in California for general cargo throughput. The niche markets that Hueneme serves include: the import and export of automobiles, fresh fruit and produce, and forest products. The Port of Hueneme is the top seaport in the United States for citrus export and ranks among the ten ports in the country for automobile and banana imports. By 2020 it is estimated that total port tonnage will range between 3.4 million and 6 million

metric tons. Its unique positioning near the Santa Barbara Channel also made the Port of Hueneme the primary support facility for the offshore oil industry in the Central Coast area.

Whereas, the regional freeway and railway systems within the Area are already severely congested, with insufficient funding identified to even maintain existing infrastructure. Combined increases in population and freight volumes will significantly worsen congestion on freeways and railways and will increase the need for major new and upgraded infrastructure and increase the costs of on-going maintenance and repair. The Southern California Association of Governments' Regional Transportation Plan anticipates that daily truck traffic serving the Ports will increase from 54,600 trips in 2005 to 142,000 in 2030 and *daily* freight and passenger train traffic will increase from 176 trains in 2000 to 265 to 390 in 2025 and 441 in 2030.

Whereas, the increase in freight movement offers significant economic opportunities to the region in the form of additional business, more and better quality of jobs, and enhanced local, State and federal tax revenues.

Whereas, without major mitigation and State and federal assistance and action, the existing levels, as well as anticipated increases, of freight movement within the Area are resulting in, and threaten further, significant and adverse impacts to its communities and the environment (including but not limited to air and water quality and natural lands and wildlife) and to the health, safety and quality of life of its population. Of particular and major concern are the adverse impacts on air quality by diesel emissions from trucks, trains and ships, and the various related infrastructure and operations, which are the subject of the various plans described below. These impacts are required to be mitigated under the regulatory and policy quilt of current and future State Implementation Plans, Regional Transportation Plans (which must be found to be in conformance with the SIP), State and Federal air quality laws (e.g., with respect to emission thresholds and air toxics) and the National Environmental Policy Act of 1969 (NEPA) and the California Environmental Quality Act (CEQA). The design and implementation of such mitigation will be a daunting challenge.

Whereas, NEPA and CEQA, authorize and encourage coordination and collaboration among local, state and federal agencies and interests (including effective leadership and public participation) in addressing challenges such as those posed by the anticipated increase in goods movement and its impacts on the environment.

Whereas, USDOT, under its recently promulgated *National Strategy to Reduce Congestion on America's Transportation Network*, has established a Southern California "Inter-modal Hot Spot Team", focused on targeting major freight bottlenecks and expanding public outreach in order to assist in convening the constituency of agencies and interests, and, pursuant to Presidential Executive Order 13274, it is designating the Southern California National Freight Gateway a focused area of projects that qualify for coordinated federal agency decision-making.

Whereas, California Governor Arnold Schwarzenegger has issued an executive order, dated September __, 2006, regarding the Southern California National Gateway Strategy which directs State agencies to cooperate and, where appropriate, collaborate with federal, regional and local

agencies in addressing goods movement within the National Freight Gateway Area and related community and environmental impacts.

Whereas, CBTH and CEPA are developing a State Goods Movement Action Plan ("State GMAP") and pursuant to the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"; Pub. Law 109-59, 2005; 23 U.S.C. §326), the State has assumed certain responsibilities of the Secretary of Transportation for compliance with NEPA in connection with certain surface transportation projects within California; and, it is anticipated and intended that this MOU will be consistent with and promote the expeditious implementation of the State GMAP.

Whereas, the Ports, SCAG and the CTCs, individually and in some cases collaboratively, are in the process of conducting studies, preparing plans (including, e.g., the San Pedro Ports Clean Air Action Plan, the CTCs/SCAG Multi-County Goods Movement Action Plan, and the updating of SCAG's Regional Transportation Plan) and undertaking projects to address goods movement and related environmental and community impacts within the National Freight Gateway Area.

Whereas, there are significant delays, inefficiencies, increases in costs and the loss of opportunities resulting from the current fragmented and complex local, state and federal governance systems, processes and practices for planning, designing, funding, implementing and constructing regional freight movement and transportation projects and the regulation thereof for other and related public concerns.

Whereas, the parties now desire through this MOU to establish a process by, among other things, providing for increased cooperation and collaboration among the constituency of affected local, state and national agencies and interests in addressing goods movement and related environmental and community impacts within the National Freight Gateway Area.

II. FURTHER DEVELOPMENT AND IMPLEMENTATION OF A SOUTHERN CALIFORNIA NATIONAL FREIGHT GATEWAY STRATEGY

Based on the foregoing and pursuant to, among other things, the above-mentioned acts and orders, and at the request of Governor Schwarzenegger, CBTH, CEPA and Cal Resources, USDOT, USEPA, USDOJ, USACOE, SCAG, the CTCs, and the Ports, will act as "Principal Conveners" a process referred to in this MOU as the Framework Strategy in convening and managing, as set forth below, a process among affected federal, state, and local agencies and interests and the public, to collaboratively and expeditiously address goods movement and related community and environmental effects within the National Freight Gateway Area in order for Southern California to fulfill its national responsibility to provide and support the conveyance of goods to the rest of the Nation, in a manner, however, that fully addresses and mitigates all adverse community, air quality and environmental effects and impacts.

A. Scoping of the Strategy.

Among other efforts, no later than January 30, 2007, the Principal Conveners shall deliver to the Governor and United States Secretary for Transportation a Phase I Scoping Report. This Report will clearly provide: (i) a preliminary outline of the decision-making and environmental review processes necessary to expeditiously advance the region's objectives of providing goods movement throughput consistent and together with the mitigation of adverse community and environmental impacts and, (ii) the protocols and procedures, schedule and budget for their work in further assisting the constituency of affected agencies and interests to cooperate in the development and implementation of the Framework Strategy.

SCAG will administer the process under the direction of the Principal Conveners. Concurrent with the taking effect of this MOU, and from time to time thereafter, the Principal Conveners may establish informal operating procedures and rules of order, including, the establishment of a chairperson or co-chairpersons and executive committee for the effort. The Principal Conveners have committed the necessary resources through Phase I of the process. It is anticipated that the Framework Strategy will be developed incrementally and will include elements that can be implemented by individual agencies or agencies acting in collaboration and will take into consideration current and past efforts. Local and public input will be critical.

The process provided for is intended only to promote cooperation, coordination and collaboration, where appropriate, among the various affected public local, state and federal agencies in carrying out their individual responsibilities and the private sector and not to limit, increase or affect the authority of any agency under the law.

B. Participation by Public Agencies and Public and Private Organizations.

Other public and private agencies and organizations may become "Participants" in the process under this MOU, as determined appropriate by the Principal Conveners, by providing notice in writing to SCAG. In addition, public participation shall be encouraged and provided for as required by law.

C. Early cooperative efforts of Participants.

The Principal Conveners will cooperate with respect to the consideration and implementation of current goods movement infrastructure projects in accordance with existing laws and regulations.

III. MISCELLANEOUS PROVISIONS.

A. Designation of Representatives.

Each Principal Convener shall designate a person to serve at its pleasure and represent it under and for the purposes of this MOU by notification in writing to SCAG for the Principal Conveners.

B. No Obligation to Provide Funding.

The commitment to participate under this MOU is subject to existing authorities and the availability of funds. This MOU does not obligate nor commit local, State or Federal funds and will not give rise to a claim for local, State or Federal funds. Any activity involving reimbursement or contribution of funds between the parties to this MOU must be independently authorized by law and will be subject to applicable laws, regulations, and procedures.

C. Non-binding.

Notwithstanding any other provision of this MOU, this MOU will take effect upon its signing (as a single original or in counter-parts) by all of the Principal Conveners and is intended to: (i) state the intent of the parties in order to provide an informal basis for coordination among them and is and shall not be legally binding on any party for any purpose; and, (ii) shall be interpreted to be consistent with applicable provisions of State and Federal law.

D. Amendments; Termination.

Any amendment to this MOU shall be effective as to a party only if agreed to in writing by that party. Any party to this MOU may terminate its participation hereunder by written notice to the SCAG for the Principal Conveners.

IN WITNESS WHEREOF, the parties have signed this MOU on the dates set forth below their signatures.

PRINCIPAL CONVENERs

[The following signature blocks should be revised and completed by the individual agencies]

FEDERAL AGENCIES

Department of Transportation
Dated: _____

Assistant Administrator for Air and
Radiation
Environmental Protection Agency
Dated: _____

Assistant Secretary for Fish, Wildlife and
Parks
Department of the Interior
Dated: _____

Assistant Secretary of the Army
for Civil Works

United States Army Corps of Engineers
Dated: _____

STATE OF CALIFORNIA

Business, Transportation and Housing
Dated: _____

California Resources Agency
Dated: _____

Environmental Protection Agency
Dated: _____

REGIONAL/LOCAL AGENCIES

Southern California Association of
Governments
Dated: _____

“CTCs”

Los Angeles County Metropolitan
Transportation Authority
Dated: _____

San Bernardino Associated Governments
Dated: _____

Riverside County Transportation
Commission
Dated: _____

Orange County Transportation Authority
Dated: _____

Ventura County Transportation
Commission.

Dated: _____

SCAQMD: South Coast Air Quality Management District
SCAG: Southern California Association of Governments
USDOT: United States Department of Transportation
USEPA: United States Environmental Protection Agency
VCTC: Ventura County Transportation Commission
USACOE United State Army Corps Of Engineers

Imperial County

Dated: _____

“Ports”

Long Beach Board of Harbor
Commissioners

Dated: _____

Los Angeles Board of Harbor
Commissioners

Dated: _____

Port of Hueneme, Oxnard Harbor District

Dated: _____

1 Acronyms:

CARB: Calif. Air Resources Board
CBTH: Calif. Business, Transportation and Housing
Agency
CEPA: Calif. Environmental Protection Agency
CTCs: County Transportation Commissions including:
MTA, OCTA, RCTC, SANBAG, VCTC and IC
DOI: United States Department of the Interior
IC: County of Imperial
LAEDC: Los Angeles Economic Development Corporation
MTA: Los Angeles Metropolitan Transportation Authority
OCTA: Orange County Transportation Agency
Ports: Port of Los Angeles and Port of Long Beach
RCTC: Riverside County Transportation Commission
SANBAG: San Bernardino Associated Governments

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: September 20, 2006

Subject: 2007 Regional Housing Needs Assessment (RHNA) Preparation by SCAG, Process and Schedule, Subregional Delegation, Policy Issues Critical to San Bernardino County

Recommendation:* Receive information and provide direction.

Background: Staff and committee members will provide an update on activities since preparation of this item at the meeting. Preparation of the RHNA for 2005-2014 with consideration of housing need to 2035 has begun despite the absence of state funding support. Use of SCAG's regional growth forecast rather than numbers handed down by the state Housing and Community Development (HCD) department represents a significant change and improvement from past practice.

As in the last RHNA, subregional agencies including SANBAG are given an option to be delegated responsibility by SCAG to allocate the county housing need total to the individual jurisdictions that comprise the subregion. A SCAG briefing paper on this option is Attachment 1. SANBAG did not accept delegation in the past despite the presence of funding support in that cycle, but nevertheless became an active advocate for its member agencies when serious problems were recognized with housing needs numbers. In this cycle, funding support is unavailable for subregional work, and staff questions whether the assumed responsibility and potential liability warrants formal participation to that degree.

*

Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

Attachment 2 includes a letter with SCAG's proposed regional housing needs total that has already been submitted by SCAG to HCD, the proposed regional and county-level totals to be considered by SCAG on September 14, SCAG's proposed schedule for RHNA preparation, and a proposal to form a subcommittee of SCAG's Community Economic and Human Development (CEHD) Committee for RHNA Policy Consideration.

Staff will brief the committee on two key RHNA issues at the meeting:

- 1) disaggregation of the county-level total to the individual jurisdictions, and
- 2) potential variation among counties in the definition of "affordable" housing, and methodologies to transition impacted jurisdictions (those in which the stock of low income housing represents a substantially larger share of the total housing stock than the regional norm) toward the regional average distribution.

Both are difficult issues that the new CEHD subcommittee must address. The date of proposed release of the new draft housing allocation plan for all jurisdictions within SCAG is December 1, 2006.

Financial Impact: As written, this item imposes no impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Should SANBAG choose to accept delegation of RHNA responsibilities from SCAG, it would impact the SANBAG Budget because of the absence of supporting state funds, although the magnitude of the impact has not been evaluated in detail.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Attachment 1

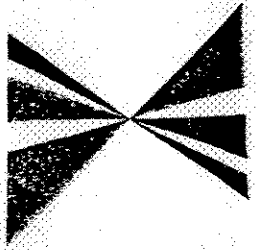
DELEGATION FACT SHEET

The Southern California Association of Governments ("SCAG") will delegate to a subregional entity the responsibility of allocating the subregion's total projected housing need among its members pending approval of a written agreement. This "Delegation Agreement" shall set forth the process, timing and other terms and conditions of the delegation in accordance in Government Code Section 65588(b). It should be noted at the outset that SCAG has no funding for delegation activities, and subregional entity shall not be indemnified by SCAG should it elect to accept delegation. In addition, as part of the Delegation Agreement, the subregional entity must maintain the region's existing and projected housing need as determined by HCD, as well as the subregion's existing and projected housing need as determined by SCAG.

Upon acceptance of the Delegation Agreement, the subregional organization shall be referred to as the "Delegate Subregion", and shall have the following tasks and responsibilities:

- (1) The Delegate Subregion shall assist in setting up the subregional growth workshop in October 2006 (SCAG will conduct and pay for the workshop);
- (2) Following the subregional growth workshop, the Delegate Subregion shall issue a "draft housing allocation plan" using the methodology adopted by SCAG and distribute the draft housing need allocation to the respective cities or county within the subregion. This plan must be consistent with the factors identified in Government Code Section 65588.04 (d) (i.e. "AB 2158 factors). The Delegate Subregion is also required to identify incentives (such as priority for funding) available to cities which accept more than need allocated;
- (3) A city or county within the subregion may appeal its draft housing need allocation to the Delegate Subregion within 60 days of date of issuance of draft housing allocation plan. This appeal may be based upon the Delegate Subregion's application of the methodology adopted by SCAG or the Delegate Subregion's consideration of the AB 2158 factors as it relates to respective city or county;
- (4) The Delegate Subregion shall conduct public hearings to hear all appeals. A public hearing shall occur no later than 45 days after the final date to file appeals. As part of the public hearing, the Delegate Subregion shall consider all comments, recommendations and available data submitted by the appellant city or county, except that Delegate Subregion shall not be required to entertain requests for revisions of its draft housing need;
- (5) The Delegate Subregion shall issue the proposed final allocation plan within 45 days after completion of the appeal process;
- (6) The Delegate Subregion shall hold a public hearing within 45 days of issuance of the final allocation plan; and
- (7) The Delegate Subregion shall submit its final allocation plan to SCAG by _____

SOUTHERN CALIFORNIA

ASSOCIATION of
GOVERNMENTS

Main Office

818 West Seventh Street

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Los Angeles, California

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(213) 236-1825

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August 4, 2006

Cathy Creswell, Deputy Director
State of California, Department of Housing and Community Development
Division of Housing Policy Development
1800 Third Street, Room 430
Sacramento, California 95814

Dear Ms. Creswell:

The Southern California Association of Governments (SCAG) is pleased to submit the Draft 2007 Integrated Growth Forecast (Table 1A) for regional population, households and employment in 5-year increments to the year 2035 and draft housing unit estimates for 2005 – 2014 utilizing the methodology identified in the SCAG RHNA "Pilot" program (Table 2). In addition, for comparison, we have included the 2004 Department of Finance (DOF) Population Projections (Table 1B) for the SCAG Region.

Over the past year, SCAG has been analyzing past growth and development trends and conferring with regional experts as we work towards an integrated growth forecast for the 2007 Regional Transportation Plan (RTP). The forecast that we are transmitting to HCD will be submitted to our Community, Economic and Housing Development Committee (CEHD) for approval on September 14th to be used as a working forecast for small area allocation. Once approved, this draft forecast will be the basis for subregional forecast workshops at which we will solicit local input to refine the variables at small area geography. These workshops, and other technical review processes, may lead to revisions over the coming months.

SCAG respectfully requests that the state Department of Housing and Community Development (HCD) agree that our Draft 2007 Integrated Growth Forecast is a reasonable starting point for our upcoming RHNA process. We want to thank you in advance for your assistance throughout this effort and look forward to your comments. If you have any questions, please contact Joe Carreras, Program Manager @ 213-236-1856 or carreras@scag.ca.gov.

Sincerely,

Sylvia Patsouras, Acting Director, Planning & Policy
Southern California Association of Governments

Docs#123816v2
8/4/2006 MCB

015

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Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Lou Correa, County of Orange

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Keith Millhouse, Moorpark

Table 1A
Draft SCAG 2007 RTP Growth Forecasts, 2005-2035

	2005	2008	2010	2014	2015	2020	2025	2030	2035	2005-2014
SCAG Region										
Population	18,135,985	18,871,025	19,361,051	20,190,776	20,398,207	21,386,956	22,361,252	23,327,837	24,289,912	2,054,791
Household	5,681,477	5,916,157	6,072,894	6,365,795	6,453,071	6,833,105	7,212,877	7,552,048	7,857,646	684,318
Employment	7,784,573	8,133,102	8,365,455	8,727,569	8,847,032	9,243,571	9,687,659	10,137,695	10,596,093	942,996

Source: Southern California Association of Governments (SCAG)

Table 1B
DOF Population Projections for the SCAG Region (2004)

	2005	2008	2010	2014	2015	2020	2025	2030	2035	2005-2014
SCAG Region										
Population	18,011,848	18,637,110	19,058,559	19,712,443	19,875,211	20,681,769	21,416,315	22,082,578	22,648,666	1,700,595
SCAG Minus DOF Difference (%)	124,137 0.7%	233,915 1.3%	302,492 1.6%	478,333 2.4%	522,996 2.6%	705,187 3.4%	944,937 4.4%	1,245,259 5.6%	1,641,246 7.2%	354,196

Source: California Department of Finance; Demographic Research Unit

Table 2
Conversion of Household Growth to Housing Construction Need

	2005-2014 Household Growth	Vacant Units Need (Census Vacancy Rate=2.7%)	Replacement Need (100% of DOF demolition permits)	2005-2014 Total Housing Construction Need	Annual Housing Construction Need
SCAG 2007 Draft RTP Growth Forecast	684,318	18,989	29,403	732,710	81,412

Note: 1) Replacement is based on the nine-year average between 1997-2005 of demolition permits reported to the DOF.

2) The most recent DOF estimates should be used as a base year to make comparable comparison

of "growth delta" derived from SCAG/DOF/HCD/Caltrans forecasts.

Last modified 8/7/06

REPORT

DATE: September 14, 2006

TO: Community, Economic and Human Development Committee

FROM: Frank Wen, Program Manager/Growth Forecasting and Policy Analysis, wen@scag.ca.gov, 213-236-1854

SUBJECT: Draft 2007 Integrated Regional Growth Forecast; Regional and County Level Disaggregation and Regional Housing Need Assessment (RHNA) Work Program and Schedule

EXECUTIVE DIRECTOR'S APPROVAL: *Howard Hehr for mp*

RECOMMENDED ACTION:

Approve the draft forecast and RHNA Work Program and Timeline and proceed with the disaggregation of the draft 2007 integrated regional growth forecast into smaller geographic levels and scheduling of subregional workshops.

SUMMARY:

Forecasting staff has updated the draft 2007 integrated regional growth forecast and reached consensus about the forecast of population, households, housing units, and employment at the regional and county level. The draft 2007 integrated regional growth forecast of population, households, housing units, and employment in five year increments at the regional and county level are attached. This item is to request the CEHD to approve the draft 2007 integrated regional growth forecast and proceed with its disaggregation into smaller geographic levels. The draft 2007 integrated regional growth forecast will be the basis for developing the draft 2007 RTP/EIR/Compass Blueprint/RHNA.

BACKGROUND:

As reported to the CEHD in February 2006, the major milestones of the draft 2007 integrated regional growth forecast for the past and new fiscal years are:

- Invite Counties/subregions to present their forecasts, and any pertinent growth issues to SCAG (Completed on February 15, 2006).
- Present growth forecasting methodology, assumptions, and results to Plans and Programs Technical Advisory Committee (Completed during months of February, March, April, May, August, and September, 2006).
- Convene a Panel of Experts to review and comment on the draft 2007 integrated regional growth forecast at the regional and county level (Completed on May 11, 2006).
- September 2006: Disaggregate the draft 2007 integrated regional growth forecast into smaller geographic levels (To be completed, pending the CEHD action).
- September 28, 2006: Hold first public hearing/methodology workshop.
- October 2006: Hold the subregional integrated growth forecast workshops to refine draft small area distributions.
- November 2006: Hold second public hearing/methodology workshop.
- December 2006: Complete the draft 2007 integrated regional growth forecast and the draft regional housing allocation plan.

REPORT

FISCAL IMPACT:

The growth forecast project is programmed in the FY 2006-07 SCAG Overall Work Program. The RHNA components of the project require Administration Committee and Regional Council action for use of \$100,000 of the general fund.

REPORT

ATTACHMENT:

2007 Integrated Growth Forecast Draft Population Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	142	164	191	209	214	235	255	275	296	133
Los Angeles	9,519	10,206	10,619	10,908	10,980	11,336	11,695	12,059	12,417	2,540
Orange	2,846	3,060	3,281	3,406	3,437	3,557	3,632	3,678	3,718	832
Riverside	1,545	1,921	2,225	2,447	2,502	2,770	3,055	3,338	3,619	1,793
San Bernardino	1,710	1,971	2,182	2,323	2,359	2,540	2,734	2,947	3,169	1,237
Ventura	753	814	862	898	906	949	990	1,030	1,070	277
SCAG	16,517	18,136	19,361	20,191	20,398	21,387	22,361	23,328	24,290	6,811

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	142	165	189	210	231	251	270		128
Los Angeles	9,519	10,258	10,718	11,114	11,502	11,871	12,222		2,702
Orange	2,846	3,103	3,292	3,370	3,434	3,494	3,553		706
Riverside	1,545	1,850	2,085	2,371	2,644	2,901	3,143		1,598
San Bernardino	1,710	1,919	2,059	2,230	2,398	2,559	2,713		1,003
Ventura	753	821	865	897	929	960	990		237
SCAG	16,517	18,118	19,209	20,191	21,138	22,035	22,891		6,374

* Adopted in April 2004.

Draft

2007 Integrated Growth Forecast Draft Household Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	39	45	54	60	61	69	76	83	91	44
Los Angeles	3,134	3,211	3,377	3,501	3,536	3,704	3,847	3,979	4,089	845
Orange	935	981	1,016	1,042	1,048	1,066	1,086	1,101	1,113	165
Riverside	506	608	710	786	811	912	1,025	1,126	1,220	620
San Bernardino	529	576	641	690	706	776	857	926	994	398
Ventura	243	260	276	287	291	306	322	337	351	94
SCAG	5,386	5,681	6,073	6,366	6,453	6,833	7,213	7,552	7,858	2,166

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	39	45	55	62	69	77	84		44
Los Angeles	3,134	3,235	3,404	3,583	3,764	3,943	4,120		986
Orange	935	979	1,034	1,046	1,064	1,081	1,098		163
Riverside	506	587	686	796	908	1,018	1,128		622
San Bernardino	529	567	619	687	757	827	898		369
Ventura	243	260	275	289	304	318	332		89
SCAG	5,386	5,674	6,073	6,463	6,865	7,264	7,660		2,274

* Adopted in April 2004.

Draft

REPORT

2007 Integrated Growth Forecast Draft Housing Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	44	50	60	67	68	77	85	93	101	49
Los Angeles	3,271	3,352	3,525	3,655	3,691	3,867	4,016	4,153	4,268	883
Orange	969	1,016	1,053	1,080	1,087	1,105	1,125	1,140	1,154	171
Riverside	585	703	820	908	936	1,053	1,184	1,301	1,409	716
San Bernardino	601	656	729	785	804	883	974	1,054	1,131	452
Ventura	252	269	285	297	301	317	333	349	363	97
SCAG	5,722	6,046	6,472	6,791	6,886	7,301	7,718	8,090	8,426	2,368

Note: housing unit forecasts = household forecasts / (1- total vacancy rate from 2000 census)

Draft

2007 Integrated Growth Forecast Draft Employment Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	54	58	66	70	72	81	92	104	116	49
Los Angeles	4,444	4,397	4,557	4,655	4,689	4,800	4,927	5,054	5,180	610
Orange	1,517	1,632	1,777	1,851	1,869	1,926	1,982	2,032	2,080	515
Riverside	514	648	782	880	914	1,025	1,152	1,283	1,420	769
San Bernardino	587	704	810	880	905	994	1,097	1,207	1,321	619
Ventura	323	345	373	391	397	418	438	458	480	135
SCAG	7,440	7,785	8,365	8,728	8,847	9,244	9,688	10,138	10,596	2,698

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	55	61	77	85	94	102	111		56
Los Angeles	4,453	4,504	5,022	5,199	5,367	5,520	5,661		1,208
Orange	1,515	1,581	1,750	1,802	1,848	1,888	1,922		407
Riverside	527	604	728	840	954	1,071	1,189		662
San Bernardino	595	669	771	870	972	1,075	1,179		584
Ventura	337	347	382	403	424	445	465		128
SCAG	7,482	7,765	8,729	9,199	9,660	10,101	10,527		3,045

* Adopted in April 2004.

Draft

DRAFT Growth Integrated Forecast/ RHNA Timeline
August 2006- June 2008

Aug 28	Public notification of first public hearing/methodology workshop and outline of RHNA process.
Aug 29	Notify subregions of subregional delegation opportunity.
Sept 14	SCAG forms CEHD subcommittee to work on housing methodology policy.
Sept 15 – Nov 2006	Housing subcommittee meets to discuss and make recommendations to CEHD on RHNA housing methodology policies.
Sept 15	Deadline for subregions to accept delegation.
Sept 28	First public hearing/methodology workshop. SCAG will take testimony, present the four variables, and explain what factors were used for the forecast and how this work informs the RHNA process.
Oct 2006	SCAG conducts 14 subregional workshops.
Oct 2006	Public notification 30 days in advance of second public hearing/methodology workshop.
Nov 2006	Second public hearing/methodology workshop. This will convene after the final Housing Subcommittee meeting and will focus on policy recommendations.
Dec 1	SCAG will approve the 4 variables and RHNA draft regional housing allocation plan for all jurisdictions. Review/appeals process begins.
Feb 1, 2007	Last day for jurisdictions to file appeals based on AB 2158 factors.
Feb 11	Deadline for SCAG to notify jurisdictions of a public hearing for their appeal within 10 days of receiving the intent to appeal.
Mar 11-16	Public hearings held for appealing jurisdictions based on AB 2158 factors. The hearings will be held between 30 and 35 days from the date of SCAG's notification.
Mar 16	End of the appeals filing and hearing process. Alternative distribution and transfers may occur until SCAG adopts a final housing need allocation plan.
May 5	SCAG issues a proposed final allocation plan based on appeals and input received. This occurs within 45 days of the end of the appeals filing and hearing process.
Jun 2	SCAG holds a public hearing to present the final housing need allocation plan. This occurs within 45 days of issuance of the proposed final allocation plan.
Jun 3	SCAG submits its final housing need allocation plan to HCD.
Aug 3, 2007	Final adoption of the Housing Allocation Plan by HCD.
Jun 30, 2008	Due date for jurisdictions in the SCAG Region to submit revised Housing Elements to HCD.

Definitions of Acronyms:

RHNA: **Regional Housing Needs Assessment**

The process of determining the regional fair share of statewide housing. The distribution of the regional need on a jurisdiction by jurisdiction basis is adopted in the housing need allocation plan submitted to HCD.

SCAG: **Southern California Association of Governments**

Regional Council of Governments (COG) mandated in state law to prepare the regional housing need assessment and allocation plan for the six-county area.

CEHD: **SCAG Community, Economic and Human Development Committee**

One of three SCAG policy committees responsible for policy development and oversight of the regional housing need assessment and allocation plan.

HCD: **State of California Department of Housing and Community Development**

As California's principal housing agency, the mission of HCD is to provide leadership, policies and programs to expand and preserve safe and affordable housing opportunities and promote strong communities for all Californians. HCD is the responsible state agency for implementation of California Government Code Sections 65580-65589.8.

REPORT

DATE: September 14, 2006

TO: Administration Committee
Regional Council

FROM: Hasan Ikhata, Director, Policy and Planning Department

SUBJECT: Regional Housing Needs Assessment (RHNA) General Fund Request

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:

Designate \$100,000 in SCAG General Fund resources to fund RHNA related activities through December 31, 2006.

SUMMARY:

A RHNA policy methodology workshop will be conducted after subregional workshops are finished and local input and feedback on AB 2158 considerations are presented. This second methodology workshop will cover policy issues, including but not limited to: fair share adjustments to avoid the over concentration of lower income households, vacancy rate and demolition assumptions that assure a healthy functioning housing market; allocation of growth between incorporated and unincorporated areas, balancing job and housing growth to lessen commuter housing demand, revisions and appeals policies and procedures and other adjustments as appropriate. This session is scheduled for November 2006 and SCAG General Funds are requested to support staff work related to the review and presentation of these issues, and interaction with the State Department of Housing and Community Development and local governments. This covers Phase I funding. A Phase II funding request will be presented in January 2007 to cover RHNA costs through August 2007.

BACKGROUND:

Options to pay for the development of the 2007 RHNA include each of the following potential resources, either separately or in some combination:

- A new RHNA fee as allowed in current statute
- Use of the SCAG General Fund
- Use of growth forecast related funds from the current OWP
- Use of California Blueprint grant funds

Approximately, \$100,000 in SCAG General Fund resources are needed to fund RHNA costs through December 2006. These resources will primarily be used to support work related to a RHNA methodology workshop in November 2006. This will follow a public hearing on RHNA methodology which will review the RHNA timeline, identify how public noticing will be conducted and show how the growth forecast and needs assessment will be integrated into one forecast process. It will also describe the workshop format for 14 subregional sessions that will occur in October 2006. The 14 subregional workshops will focus on small area allocation at which local governments may submit AB 2158 planning factors for consideration in refining variables and the distributions of growth in their subregion. A proposed budget and timeline is attached.

REPORT

FISCAL IMPACT:

The General Fund request of \$100,000 is available in the General Fund reserve account.

SCAG RHNA PILOT PROGRAM SEPTEMBER- DECEMBER 2006 BUDGET

		Budget
RHNA Work Activities		
RHNA1	Consult with HCD on growth forecasts for the region	\$8,500
RHNA2	Housing data for existing conditions, replacement & vacancy needs from 2000 Census	\$8,500
RHNA3	Determine the methodology for parameters used to translate households to housing units	\$12,500
RHNA4	Determine methodology/policies to allocate housing needs by local jurisdictions based on "fair share" & "equity" principles	\$35,000
RHNA5	Determine methodology/policies to allocate housing needs by income categories as required by housing law	\$35,500
RHNA6	Formation of Subregional Entities	\$0
RHNA7	Revision/reconcile differences among various needs allocations: Baseline, Blueprint Compass and Fair-share allocation	\$0
RHNA8	Facilitation/Determination of revision requests and trading among local jurisdictions	\$0
RHNA9	Public hearing for final approval	\$0
		\$100,000



Public Hearing/Workshop Notice

Integrated Regional Growth Forecast and

Regional Housing Needs Assessment (RHNA) Methodology

Conducted pursuant to Government Code Section 65584.04

Thursday, September 28, 2006

8:30 am – 12:30 pm

Contact: Ma'Ayn Johnson 213-236-1975

SCAG Main Office
818 W. 7th Street, 12th Floor
San Bernardino Room
Los Angeles, CA 90017

Video Conference Location
SCAG, Riverside Office
3600 Lime Street, Suite 216
Riverside, CA 92501

Public Notice is hereby given that the Southern California Association of Governments (SCAG) will conduct the first of two public hearing/workshops at the date, time and location identified above. The public hearing/workshop is being held pursuant to Government Code Section 65584.04 and SCAG's public participation policies. This public hearing/workshop signals SCAG's commencement of the Fourth Cycle of the Regional Housing Needs Assessment process to issue the Regional Housing Need Allocation Plan required by the State in order for local jurisdictions to prepare updated General Plan Housing Elements.

The purposes of the September 28th, 2006 public hearing/workshop are to:

Accept public testimony from any interested party regarding the integrated growth forecast and RHNA methodology;

Review SCAG's work on the regional growth forecast over the past year;

Present the four growth variables: employment, population, households and housing units and explain how the forecast was developed at the regional and county level;

Show how the regional growth forecast and the four growth variables are related to the regional housing needs assessment and integrated into one forecast process;

Review the RHNA schedule and timeline for completion;

Describe the upcoming subregion workshop sessions, objectives, format, and roles and responsibilities for local government and stakeholder participation and comment for 14 subregional sessions that will occur throughout the region in October 2006;

Identify how Government Code Section 65584.04, regarding "AB 2158 planning factors," will be integrated into the regional forecast/RHNA process; and

Describe the process for local government and stakeholders input and participation to ensure local considerations are included with AB 2158 planning factors in refining the housing growth forecast, along with the assessment of housing need and description of land use distribution patterns in their respective subregion and local areas.

A second public hearing/workshop on RHNA policy and methodology will be conducted after the 14 subregional workshops are completed and local input and feedback on AB 2158 considerations are presented. This second methodology workshop will cover policy issues, including but not limited to: fair share adjustments to avoid the over concentration of lower income households, vacancy rate and demolition assumptions that assure a healthy functioning housing market; allocation of growth between incorporated and unincorporated areas, balancing job and housing growth to lessen commuter housing demand, revisions and appeals policies and procedures and other adjustments as appropriate. This public hearing/workshop is scheduled for November 2006; additional public notice will be given.

Background information regarding this public hearing/workshop is available at: <http://www.scag.ca.gov/Housing/rhna.htm>. Written comments may be submitted beforehand for SCAG's consideration and discussion at the public hearing/workshop. Written comments should be submitted no later than 5:00 p.m. on September 21, 2006, to the following:
SCAG 818 W. 7th Street, 12th Floor Los Angeles, CA 90017 Attention: Ma'Ayn Johnson

MEMO

DATE: 8-29-06
TO: Regional Council/Executive Committee/CEHD
FROM: Jim Gosnell
SUBJECT: Status of RHNA Legislative Proposal

Since the last meeting of this committee, there has been substantial activity to move forward with the draft language you had endorsed regarding the RHNA Pilot Program. The SCAG Executive Committee has met three times (the Regional Council and policy committees were dark in August). On July 27th, the Executive Committee reviewed and endorsed draft language that emerged through ongoing discussions with numerous housing stakeholders.

At the request of Senator Lowenthal, additional stakeholder conversations were held where more inputs were developed on various issues. While there is general agreement, there are still one or two details to be worked out. While the stakeholders' discussions were being held, assembly leadership indicated they were not ready to accept a bill in August. They have instead agreed to have a bill introduced in December and considered in early January. The Senate Housing leader concurs with this approach. President Burke, the Executive Committee, and other Regional Council members have been active in discussing this issue with various legislators.

Attached is DRAFT legislative language for your review that represents the general status of all parties' inputs.

Att: Amendments to Senate Bill No. 927

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Substantive

AMENDMENTS TO SENATE BILL NO. 927
AS AMENDED IN ASSEMBLY JUNE 20, 2006

Amendment 1

Strike out lines 1 to 4, inclusive, of the title, and insert:

An act to add and repeal Section 65584.08 of the Government Code, relating to

Amendment 2

On page 1, before line 1, and insert:

SECTION 1. Section 65584.08 is added to the Government Code, to read:
65584.08. For the fourth revision of the housing element pursuant to Section 65588 within the region of the Southern California Association of Governments, the existing and projected need for housing for the region as a whole and each jurisdiction within the region shall be determined according to the provisions of this article except as those provisions are specifically modified by this section.

(a) The existing and projected housing need for the region shall be determined in the following manner:

(1) The Southern California Association of Governments shall develop an integrated long-term growth forecast by five year increments. The growth forecast is not a Regional Housing Needs Allocation Plan.

(2) The forecast shall consist of three major variables: population, employment, and households, by geographic area throughout the region.

(3) The Southern California Association of Governments shall convert households into housing units using replacement rates from the Department of Finance, and county level vacancy rates from the most recent census, by weighing vacancy rates of for-sale and for-rent units.

(4) The Southern California Association of Governments shall transmit the forecast to the department with the following variables: population, employment, households, and housing units.

(5) Upon receiving the forecast, the department shall determine the existing and projected housing need for the region in accordance with paragraph (2) of subdivision (c) and with subdivision (d) of Section 65584.01.

(b) Instead of the survey of each of its member jurisdictions pursuant to subdivision (b) of Section 65584.04, the Southern California Association of Governments shall conduct a public workshop. At least 30 days prior to the public workshop, the Southern California Association of Governments shall notify affected jurisdictions about the manner in which it proposes to consider the factors specified in subdivision (d) of Section 65584.04 in the housing allocation process. Local governments may submit information about the factors before the workshop for the Southern California Association of Governments' consideration and incorporation into the discussion of the methodology at the workshop.

(c) The Southern California Association of Governments shall delegate development of the housing need allocation plan to the subregional entities, provided

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Substantive

the Southern California Association of Governments and the subregional entities agree in writing and provided the Southern California Association of Governments ensures that the total regional housing need is maintained.

(d) The Southern California Association of Governments shall conduct a minimum of 14 public workshops to discuss the regional growth forecast and the factors upon which housing needs are proposed to be allocated to subregions, or, in absence of a subregion, to individual jurisdictions. The workshops will also present opportunities for jurisdictions and members of the public or relevant stakeholders to provide information to the Southern California Association of Governments on local conditions and factors. Following the workshops, concurrent with the adoption of its draft housing allocation plan, the Southern California Association of Governments shall describe the following:

(1) The manner in which the plan is consistent with the housing, employment, transportation, and environmental needs of the region.

(2) The manner in which the methodology that produced the plan complies with subdivision (e) of Section 65584.04.

(3) The manner in which the information received in the public workshops was considered in the methodology used to allocate the regional housing need.

(e) Both the methodology and allocation process shall consider the factors identified in subdivision (d) of Section 65584.04 and promote the goals and objectives of subdivision (d) of Section 65584 and the regional transportation plan growth forecasting process to integrate housing planning with projected population growth and transportation. The Southern California Association of Governments shall complete the final housing need allocation plan 12 months from the date that the department sends a final written determination of the region's existing and projected housing need. It is the intent of the Legislature that the housing element update deadlines as required in Section 65588 and as modified by the department pursuant to paragraph (2) of subdivision (a) of Section 65584.02 will not be extended, but the Southern California Association of Governments shall submit a report to the Legislature on March 30, 2007, describing the progress it has made in completing the final housing need allocation plan.

(f) A city or county may appeal its draft allocation to the Southern California Association of Governments or delegate subregion based upon the application of the methodology adopted by the Southern California Association of Governments, or in accordance with the factors identified in subdivision (d) of Section 65584.04, pursuant to subdivision (e) of Section 65584.05, but the Southern California Association of Governments shall not be required to entertain requests for revision pursuant to subdivisions (b) and (c) of Section 65584.05. A city or county shall not be allowed to file more than one appeal, and no appeals may be filed relating to any adjustments made pursuant to subdivision (g) of Section 65584.05. The final allocation plan shall be subject to the provisions of subdivision (h) of Section 65584.05.

(g) The Southern California Association of Governments shall approve the final housing need allocation plan and describe the manner in which all of the following will be accomplished:

- (1) The plan is consistent with the objectives of this section and article.
- (2) The plan is consistent with the regional transportation plan.

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Substantive

(3) The plan takes into account the information provided to the Southern California Association of Governments by its member jurisdictions pursuant to subdivisions (b) and (d).

(4) The distribution of housing units pursuant to the plan will not substantially impact the growth forecast in the air quality plan.

(5) The total regional housing need is maintained.

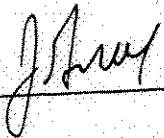
(h) This section shall remain in effect only until January 1, 2015, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2015, deletes or extends that date.

Amendment 3

On page 1, strike out lines 1 and 2, and strike out pages 2 to 20, inclusive

- 0 -

REPORT

DATE: September 14, 2006
TO: Community, Economic and Human Development Committee
FROM: Lynn Harris, Manager, Community Development, harris@scag.ca.gov, 213-236-1875
SUBJECT: Formation of a Subcommittee of CEHD for RHNA Policy Considerations
EXECUTIVE DIRECTOR'S APPROVAL: 

RECOMMENDED ACTION:

The Chair will appoint a RHNA subcommittee consisting of CEHD policy committee members. The subcommittee will be made up of one member and one alternate from each county.

SUMMARY:

On July 6th, 2006, SCAG staff recommended that CEHD form a subcommittee to offer policy guidance on several critical RHNA related issues. These are policy decisions that will be made at the Regional Council level, with input from this subcommittee and the CEHD Committee, after the RHNA process is underway.

BACKGROUND:

On July 6th, staff recommended that the Community Economic and Human Development Committee immediately form a subcommittee to start policy discussion, debate and build up consensus regarding RHNA policy issues such as, but not limited to, the following:

- Appropriate factors to adopt and use in determining housing allocation by income group. Determine the method to address the concern of local jurisdictions with disproportionately high share of households in lower income category.
- Appropriate factors, such as weighing job growth and regional 2% strategy, etc. in distributing housing allocations between local jurisdictions.

FISCAL IMPACT:

None

- San Bernardino County Transportation Commission • San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency • Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: September 20, 2006

Subject: Continuing Cooperative Agreement No. 07-019-S1, (SANBAG Contract No. C07-097) with the Southern California Association of Governments (SCAG) for Pass-Through and Management of Federal Metropolitan Planning (OWP) Funds

Recommendation: 1) Approve SANBAG Contract C07-097, Continuing Cooperative Agreement (SCAG No. 07-019-S1), with SCAG to address use of in-kind local match and SCAG Overall Work Program (OWP) funding of Existing Land Use Update, General Plan Land Use Update, and San Bernardino County 2% Compass Implementation in the amount of \$265,000, cash match in the amount of \$250,000, and in-kind match totaling \$8,423 for a total of \$523,423.

2) Approve amendment to the Fiscal Year 2006-2007 SANBAG Budget to increase Task 40907000 by \$65,000 in OWP funds from \$189,227 to \$254,227.

Background: The Continuing Cooperative Agreement with SCAG is a year-to-year legal instrument for the management of OWP funds that can remain unchanged except for scopes of work and annual funding amounts. This represents the basic funding agreement between SCAG and SANBAG for Fiscal Year 2006-2007.

The update of the existing land use database will be used by both SANBAG and SCAG in subregional and regional planning and data development efforts. It

Approved
Plans and Programs Policy Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

ppc0609e1y.doc
 Attachment: ppc0609e1-y
 2020700
 4090700

provides an inventory of vacant and developed acreage, classified into over 70 land use categories defined consistently across jurisdictional boundaries. It serves as part of the foundation for the buildup of demographic forecasts through SCAG. The update of General Plan land use data is used by SANBAG and SCAG in forecasting future growth. It enables the examination of growth potential by jurisdiction and by traffic analysis zone for transportation modeling purposes.

The Scope of Work for the COMPASS Implementation Project was reviewed and unanimously approved by the SANBAG Board of Directors in July 2006. This agreement serves as the instrument by which funds are conveyed for that project.

Financial Impact: The Overall Work Program funds made available to SANBAG through this amendment to SCAG Agreement No. 05-012 supplement funds budgeted in Task 40907000. The OWP funds identified for the San Bernardino County COMPASS Implementation Project are allocated to a SCAG consultant contract and do not affect the SANBAG budget. The SANBAG contribution to that effort is consistent with Task 11207000 of the approved Fiscal Year 2006-2007 SANBAG Budget.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006. Legal Counsel has approved the agreement as to form.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

SANBAG Contract No. C07-097

by and between

San Bernardino Associated Governments

and

Southern California Association of Governments

for

Pass-Through and Management of Federal Metropolitan Planning (OWP) Funds**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>07-019-S1</u>	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes: \$250,000 Consultant Projects

Original Contract: \$ <u>265,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 523,423

Please include funding allocation for the original contract or the amendment ↘

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 <u>11207000</u>	_____	1 <u>OWP</u>	\$ <u>200,000</u>
2 <u>11207000</u>	_____	2 <u>Cash Match</u>	\$ <u>250,000</u>
3 <u>40907000</u>	_____	3 <u>OWP</u>	\$ <u>65,000</u>
4 <u>40907000</u>	_____	4 <u>In Kind</u>	\$ <u>8,423</u>

Original Board Approved Contract Date: 12/1/04 Contract Start: 7/1/04 Contract End: 6/30/05New Amend. Approval (Board) Date: 10/4/06 Amend. Start: 7/1/06 Amend. End: 6/30/07**If this is a multi-year contract/amendment, please allocate costs among fiscal years:**

Fiscal Year: <u>06/07</u> \$ <u>523,423</u>	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____
--	--------------------------------	--------------------------------

Is this consistent with the adopted budget? ☐ Yes ☒ NoIf no, has the budget amendment been submitted? ☒ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**

<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____%				

Task Manager: **Ty Schuiling**Contract Manager: **Ty Schuiling**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

CONTINUING COOPERATIVE AGREEMENT

#07-019-S1

between

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

and

SAN BERNARDINO ASSOCIATED GOVERNMENTS

THIS AGREEMENT is entered into effective July 1, 2006, between San Bernardino Associated Governments (hereinafter referred to as Subregion) and the Southern California Association of Governments (hereinafter referred to as SCAG).

RECITALS

WHEREAS, the Subregion is a subrecipient of State and Federal planning funds programmed in SCAG's annual Overall Work Program (OWP), administered by and through SCAG. The SCAG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SCAG and its subrecipients.

WHEREAS, SCAG and the Subregion intend to coordinate development of the annual SCAG OWP, with final OWP approval by SCAG; and

WHEREAS, SCAG and the Subregion intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

WHEREAS, SCAG and the Subregion intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, SCAG and the Subregion intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and

WHEREAS, SCAG and the Subregion intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Subregion and Amendments. This Agreement constitutes a continual, year-to-year arrangement between the Subregion and SCAG, and may be amended by mutual written agreement.
 - a. This Agreement includes the annual, "Subregional Scope of Work" (Exhibit A), "Subregional Budget" (Exhibit B), "Sample Subregional Invoice" (Exhibit C), and "Sample In-Kind Match Report" (Exhibit D) hereinafter referred to as Exhibits A, B, C, and D respectively, attached hereto and incorporated herein by this reference.
 - b. SCAG's maximum payment obligation to the Subregion is limited to those funds identified in Exhibit B (Chart 1, "Federal Amount").
2. Scope of Subregional Responsibilities.
 - a. SCAG shall engage the Subregion and the Subregion shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and in-kind match work, in accordance with the Budget constraints described in Exhibit B (Chart 1 and Chart 2, "In-Kind Match" Column).
 - b. Only SCAG may contract with a consultant ("SCAG Consultant") to perform Subregional work related to projects identified in the attached Exhibit B under "Consultant Work" (Chart 2). For SCAG Consultant contracts, the Subregion shall identify a responsible person ("Subregional Project Manager") by name and title in such SCAG contracts, in compliance with Section 3 of this Agreement and subject to change at the discretion of the Subregion. Written notification of any change in the identity of the Subregional Project Manager shall be provided to SCAG by the Subregion within ten (10) days of such change.
 - c. The Subregional Project Manager shall be responsible for the following co-management duties, in coordination with the SCAG Project Manager in relation to such contracts: develop the scope of work for the contract with the SCAG Consultant; participate in selection of such consultant; review consultant's work product(s) and provide progress reports, including Quarterly Progress Reports; monitor the day-to-day activities of the consultant, and recommend approval of payments to the consultant. Subregional approval of the SCAG Consultant Invoice is required within five (5) days of receipt of such Invoice from SCAG, in order for SCAG to efficiently process payment to the SCAG Consultant. SCAG maintains final authority to approve and accept SCAG Consultant work products.

- d. The Subregional Project Manager shall coordinate all work described in Exhibit A with the SCAG Project Managers identified under each project listed in Exhibit B. SCAG shall not be obligated to make payments to the Subregion until the Subregional Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this Agreement.
 - e. SCAG strongly urges the Subregion to establish an oversight structure and process at its governing board level. This oversight may be in the form of an Audit Committee or Finance Committee to oversee compliance with the applicable Federal and State regulations cited herein.
3. Personnel. The Subregion shall either hire personnel or procure a Contractor for performance of the work described in Exhibit A, only in the following manner:
- a. Subregional Personnel. The Subregion, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SCAG.
 - b. Subregional Contractor. The Subregion, upon approval and authorization of its governing body, may contract for the services of a Subregional Coordinator or Executive Director ("Contractor"), consistent with and in compliance with all applicable Federal and State regulations and guidance including but not limited to 49 C.F.R. Section 18.36, the Local Assistance Procedure Manual, and the Consultant Selection Guidebook; and with applicable SCAG Policies, Procedures and Manuals. The Subregion shall provide SCAG with written notification of the identity of the Contractor prior to the beginning of each fiscal year and within 10 days of any change in the identity of such person.
4. Time of Performance. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SCAG to the Subregion and shall continue until completion, but not later than June 30 of each year.
5. Materials to be Furnished to the Subregion.
- a. SCAG shall provide the Subregion with a right to use (without charge by SCAG) information, data, reports, records, and maps which are in the possession of or readily available to SCAG, for the purposes of carrying out work under this Agreement. However, SCAG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subregion, unless authorized by SCAG's legal counsel.
 - b. At the option of SCAG and if allowable under Federal and State grant requirements, SCAG may procure equipment, software, or other materials for use by the Subregion, only for purposes of carrying out work described under

this Agreement. The Subregion agrees to comply with all license agreements for software or other materials procured by SCAG for use by the Subregion.

- c. All equipment, software, or other materials provided to the Subregion under this Agreement shall remain the property of SCAG.
6. Invoices and Quarterly Progress Reports. In performing the work described in Exhibit A, the Subregion may incur only the costs authorized by Exhibit B. Said costs shall comply with Section 8 below. The Subregion shall submit to SCAG, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report. Separate progress reports for each project identified in Exhibit B are not required, so long as one report identifies each project separately. Additionally, the Subregion shall submit a Quarterly Progress Report at the close of each quarter in accordance with paragraph b. below.
 - a. The Subregion shall submit the following relative to an Invoice:
 - i. an Invoice in duplicate, in accordance with the "Sample Subregional Invoice," Exhibit C.
 - ii. a progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B (under Chart 1); and
 - iii. upon request of SCAG, additional information or documentation to support the costs contained in the Invoice.
 - b. The Subregion shall submit a Quarterly Progress Report to SCAG, no later than ten (10) days after the close of each quarter (i.e., for the first quarter, ending September 30, the deadline is October 10), describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B.
 - c. In the submittal of Quarterly Progress Reports, the Subregion shall include seven, double-sided copies of all completed products to the assigned SCAG Project Manager, in a form determined by SCAG, as referenced in Section 9.
 - d. Year-end Invoices and supporting documentation shall be sent by the Subregion via certified mail and received by SCAG on or before July 31st of each fiscal year. Invoices received by SCAG after July 31st shall not be paid.
 - e. Payment of Subregional Invoices is contingent upon receipt by SCAG of the above documentation provided by the Subregion, consistent with this Sections 6 through 8. Payment to the Subregion is further contingent upon SCAG's

determination, which shall not be unreasonably withheld, that the performance of the Subregion has been satisfactory.

- f. The Subregion shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SCAG prior to submittal of the first Invoice from the Subregion. However, the last approved indirect cost allocation plan shall remain in place until each new annual plan is approved, so long as Caltrans permits such practice.
7. In-Kind or Cash Match. The Subregion shall provide the required, local In-Kind match in accordance with Exhibit A (In-Kind match work) and Exhibit B, along with In-Kind Match Reports provided in a format consistent with Exhibit D. In-kind Match Reports may be provided to SCAG by the Subregions and/or local public agency(ies) within the Subregion. However, it remains the responsibility of the Subregion to ensure SCAG receives the In-kind Match Reports and documentation in accordance with the requirements below and the requirements described in Section 8.
 - a. In-Kind Match Reports shall be submitted with SCAG Consultant Invoices approved by the Subregional Project Manager or upon request of SCAG staff. In-kind Match Reports shall include the following information: the name of the Subregion and/or local public agency within the Subregion, applicable WBS Number, description of services performed, period of the service performed, employee name, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 6.f. above), total cost incurred, and a statement that costs were funded with non-Federal local funds accompanied by an authorized signature of the Subregion and/or local agency(ies) providing the match. The Subregion shall provide additional information or documentation relative to the Match Reports, upon request of SCAG.
 - b. Cash Match. Upon receipt of an invoice from SCAG for Cash Match, the Subregion shall promptly provide the total amount of its Cash Match for all projects described in Exhibit B, Chart 2. The Cash Match shall comply with Section 10. and must be received by SCAG before the issuance of the Notice to Proceed to the Consultant.
8. Cost Principles.
 - a. Subregion agrees to be bound by and shall require its Contractor to comply with the following:
 - i. the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (OMB Circular A-87, "Cost Principles for State, Local, and Indian

Tribal Governments)," shall be used to determine the allowability of individual project cost items, and

- ii. the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b. Any costs for which the Subregion receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 C.F.R., Chapter 1, Part 31; or 49 C.F.R., Part 18, are to be repaid by Subregion within thirty (30) days of the Subregion receiving notice of audit findings. Should Subregion fail to reimburse moneys due SCAG within the thirty (30) days, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due Subregion.
 - c. All costs charged to this Agreement by the Subregion shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph a. of this Agreement.
 - d. All reports and documents produced under this agreement shall include the following statement:

"Funding: The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT). Additional financial assistance was provided by the California State Department of Transportation."
 - e. The Subregion agrees to furnish documentation to SCAG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
9. Written and Electronic Versions of Work Products and Related Materials. The Subregion shall provide copies of all of its work products and related materials to SCAG, including any reports, newsletters or other written materials, in hard copy as well as electronically, which were created pursuant to the Scope of Work under this Agreement.
- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.

- b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- c. Materials in the electronic version shall be presented to SCAG on a medium pre-approved in writing by the SCAG Project Manager.
- d. SCAG shall be free to copyright material developed under this Agreement. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.

10. Records Retention and Audits.

- a. The Subregion shall maintain, and shall require that its Contractor maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual SCAG OWP for a minimum of three (3) years from the date of final payment to Subregion or until audit resolution is achieved for each annual SCAG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by SCAG upon request at no cost to SCAG.
- b. The Subregion shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item and produce Quarterly Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.
- c. The Subregion agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Subregion in compliance with Office of Management and Budget Circular A-133.
- d. Neither the pendency of a dispute nor its consideration by SCAG or the State will excuse the Subregion from full and timely performance in accordance with the terms of this Agreement.
- e. The Subregion agrees to furnish documentation to SCAG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

11. Certifications and Assurances.

- a. The Subregion shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to the Subregion to the same extent as SCAG and may include, but are not limited to:
 - i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. The Subregion shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to the Subregion to the same extent as SCAG, and include but are not limited to the following areas:
 - i. Authority of Applicant and Its Representatives
 - ii. Standard Assurances
 - iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - iv. Drug Free Work Place Agreement
 - v. Intergovernmental Review Assurance
 - vi. Nondiscrimination Assurance
 - vii. DBE Assurance
 - viii. Nondiscrimination on the Basis of Disability
 - ix. Procurement Compliance Certification
 - x. Certification and Assurances Required by the U.S. Office of Management and Budget.
- c. Federal and State Lobbying Activities Certification.
 - i. By signing this Agreement, the Subregion certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Subregion, to any person for influencing or attempting to influence an officer or employee of any State or Federal

agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subregion shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."
 - iii. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SCAG and the State.
 - d. The Subregion shall further require its Contractor to comply with these Certifications. The Subregion agrees to furnish documentation to SCAG to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
 - e. The Executive Director (or other designated, authorized signatory) of the Subregion shall sign an annual certifications and assurances form entitled "Affirmation of Subregion," which shall be provided to SCAG separately at the time this Agreement and annual amendments to the Agreement are executed.
12. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Subregion for itself, its assignees and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Subregion shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subregion shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable

regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

The Subregion shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- a. Sanctions for Noncompliance: In the event of the Subregion's noncompliance with the nondiscrimination provisions of this Agreement, SCAG shall impose such contract sanctions as it or the DOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Subregion under this Agreement until the Subregion complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - b. Incorporation of Provisions: The Subregion shall include the provisions of this Section in every agreement with its Contractor. The Subregion shall take such action with respect to any such agreement as SCAG or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
13. Conflict of Interest. The Subregion and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of SCAG's Conflict of Interest Policy.
 14. Independent Contractor. The Subregion and its officers, employees, and agents (including a Contractor) shall be independent contractors in the performance of this Agreement, and not officers, employees, contractors or agents of SCAG.
 15. Disadvantaged Business Enterprise (DBE). It is the policy of SCAG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 C.F.R. Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Subregion and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract or in the administration of SCAG's DBE program per the requirements of 49 C.F.R. Part 26. Failure to carry out the requirements of this

paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SCAG may deem appropriate

16. Disputes. The parties agree to submit any disputes arising under this Agreement to neutral mediation before resorting to litigation.
17. Hold Harmless. The Subregion and SCAG mutually agree to indemnify and hold harmless each other, Caltrans, DOT and all of their officers, agents and employees from any and all claims, demands, costs or liability arising from or connected with negligent performance on the part of the Subregion or SCAG. The Subregion and SCAG will reimburse each other for any expenditures, including reasonable attorney fees, incurred in the defense against claims ultimately determined to be due to negligent acts, errors or omissions on the part of the Subregion or SCAG. The Subregion further agrees to reimburse SCAG for claims, demands, costs or liability associated with the incomplete performance of work contained in Exhibit A, in the event that the Subregion terminates this Agreement in accordance with Section 19.a. herein.
18. Noncompliance. In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.
19. Termination of Agreement.
 - a. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to SCAG at its option. The Subregion shall return at the option of SCAG, all equipment, software, or other materials provided to the Subregion under this Agreement. If this Agreement is terminated by SCAG, as provided herein, the Subregion shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this Agreement.
 - b. Termination for Cause. If through any cause, the Subregion shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subregion violates any of the covenants, agreements, or stipulations of this Agreement, SCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) calendar days written notice to the Subregion of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Subregion to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Subregion under this Agreement shall be provided to SCAG. At the option of SCAG, the Subregion shall return all equipment, software, or other materials

provided to the Subregion under this Agreement. The Subregion shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

20. Environmental, Resource Conservation, and Energy Requirements. The Subregion recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Subregion agrees to adhere to any such Federal and State requirements.
21. Notice. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

WAYNE MOORE
Chief Financial Officer
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435

DENNIS HANSBERGER
President
San Bernardino Associated Governments
1170 W. Third Street, 2nd Floor
San Bernardino, California 92401-1715

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written above:

Southern California Association
of Governments

San Bernardino
Associated Governments

By _____
WAYNE MOORE
Chief Financial Officer

By _____
DENNIS HANSBERGER
President

Date _____

Date _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

Karen L. Tachiki
Chief Counsel

Legal Counsel for Subregion

**San Bernardino Associated Governments
Subregional Scope of Work**

07-040.SBGS1
General Plan Land Use Update-SBG
FY 2006-07

Grant Funded Staff Work

San Bernardino Associated Governments will provide Technical Assistance to account for the 11.47% in-kind match required for this project. The total budget for the project (WE# 07-040.SBGS1) is \$15,000. The in-kind match shall be \$1,944. Technical assistance shall be provided through the following work tasks:

A. Project Description

Update the existing file of digitized land use element of the city and county general plan within the subregion to reflect any changes that have occurred since the last update. The updated file submitted by the subregion must be in ArcView shapefile format and the attribute table of the shapefile must include general plan land use data and information.

B. Workplan

Perform all tasks specified in Section C. Specific Tasks and meet the following requirements:

1. The attribute table of the general plan land use shapefile must include the following attributes:
 - The unique general plan land use designation codes and their detailed descriptions for each jurisdiction.
 - The density (dwelling units per acre) of every residential land uses as specified in the general plan.
 - The density of every non-residential land uses as specified in the general plan, if available.
 - The corresponding generalized land use codes to be provided by SCAG prior to the project kick-off.
 - The month and year when the current land use element of the general plan was adopted by each jurisdiction.
 - The expected month and year when the next update of the land use element of the general plan will be adopted by each jurisdiction.
2. The attribute table of the general plan land use shapefile must follow the prescribed format to be provided by SCAG prior to the project kick-off.
3. The general plan land use shapefile must be in UTM zone 11, NAD 83 meters projection.
4. The general plan land use shapefile must be center-lined based.
5. The final subregional general plan land use shapefile must be seamless with no polygonal slivers.

C. Specific Tasks

1. Collect a hard or electronic copy of the land use element of the current general plan from each jurisdiction. (July 06 -- October 06)
2. Survey each jurisdiction to identify if there have been any changes to the land use element of the general plan. (July 06 -- October 06)

EXHIBIT A

Subregional Scope of Work

EXHIBIT A

Subregional Scope of Work

**San Bernardino Associated Governments
Subregional Scope of Work**

07-040.SBGS1
General Plan Land Use Update-SBG
FY 2006-07

Grant Funded Staff Work

San Bernardino Associated Governments will provide Technical Assistance to account for the 11.47% In-kind match required for this project. The total budget for the project (WE# 07-040.SBGS1) is \$15,000. The In-kind match shall be \$1,944. Technical assistance shall be provided through the following work tasks:

A. Project Description

Update the existing file of digitized land use element of the city and county general plan within the subregion to reflect any changes that have occurred since the last update. The updated file submitted by the subregion must be in ArcView shapefile format and the attribute table of the shapefile must include general plan land use data and information.

B. Workplan

Perform all tasks specified in *Section C. Specific Tasks* and meet the following requirements:

1. The attribute table of the general plan land use shapefile must include the following attributes:
 - The unique general plan land use designation codes and their detailed descriptions for each jurisdiction.
 - The density (dwelling units per acre) of every residential land uses as specified in the general plan.
 - The density of every non-residential land uses as specified in the general plan, if available.
 - The corresponding generalized land use codes to be provided by SCAG prior to the project kick-off.
 - The month and year when the current land use element of the general plan was adopted by each jurisdiction.
 - The expected month and year when the next update of the land use element of the general plan will be adopted by each jurisdiction.
2. The attribute table of the general plan land use shapefile must follow the prescribed format to be provided by SCAG prior to the project kick-off.
3. The general plan land use shapefile must be in UTM zone 11, NAD 83 meters projection.
4. The general plan land use shapefile must be center-lined based.
5. The final subregional general plan land use shapefile must be seamless with no polygonal slivers*.

C. Specific Tasks

1. Collect a hard or electronic copy of the land use element of the current general plan from each jurisdiction. (July 06 – October 06)
2. Survey each jurisdiction to identify if there have been any changes to the land use element of the general plan. (July 06 – October 06)

3. Update the current general plan land use shapefile to reflect all the latest revisions to the general plan land use element. (October 06 – January 07)
4. Collect detailed information on land uses designated as planned development and specific plans. (October 06 – January 07)
5. Work with SCAG staff to resolve any technical issues. (July 06 – June 07)
6. Provide a hard copy of the updated general plan land use map to each jurisdiction for review and comment. (January 07 – March 07)
7. Make any revisions to the general plan land use shapefile to incorporate local jurisdiction's comments. (February 07 – April 07)
8. Create an updated subregion-wide shapefile of the general plan land uses in UTM zone 11 NAD 83 meters projection. (April 07 – May 07)
9. Provide a copy of the updated general plan land use shapefile to SCAG for review and comments prior to the final delivery. (April 07 – May 07)
10. Make any revisions required by SCAG. (May 07 – June 07)

D. Deliverables

1. Provide to each jurisdiction within the subregion:
 - A hard copy and an electronic copy of the digitized general plan land use map.
2. Submit to SCAG:
 - A hard or electronic copy of each jurisdiction's general plan land use element including the land use map.
 - An updated subregion-wide shapefile of the general plan land uses in UTM zone 11, NAD 83 meters projection.
 - A project documentation report, in Microsoft Word format and in hard copy, which includes (1) an overview of the project, (2) a summary of the revisions to the land use element of the general plan since the last update by each jurisdiction, (3) a detailed description of land uses designated as planned development and specific plans by each jurisdiction, and (4) a complete data dictionary of the attribute table.

E. Schedule

Complete the project and submit all final deliverables to SCAG by June 30, 2007

San Bernardino Associated Governments Subregional Scope of Work

07-055.SBGS1
Existing Land Use Update

FY 2006-07

Grant Funded Staff Work

San Bernardino Associated Governments will provide Technical Assistance to account for the 11.47% In-kind match required for this project. The total budget for the project (WE# 07-055.SBGS1) is \$50,000. The In-kind match shall be \$6,479. Technical assistance shall be provided through the following work tasks:

Objective: To produce an existing land use database for the County of San Bernardino. The land use database is used in a variety of local, subregional and regional planning activities. The land use is a key input into the development of current and forecasting data required for the 2007 Regional Transportation Plan.

Steps:

1. Collect aerial photographs of modeled portion (areas within CTP TAZs) of San Bernardino County. (July 2005 – August 2005)
2. Analyze areas of 2000 Land Use file that are most open to land use changes. (July 2005 – August 2005)
3. Perform detailed analysis using aerial photographs of changeable areas of 2000 Land Use to find new changes. (August 2005 – December 2005)
4. Perform ground checks where the new change can not be verified through aerial photo interpretation. (January 2006 – February 2006)
5. Work with SCAG staff to resolve any technical issues. (September 2005 – June 2006)
6. Provide a hard copy of the updated existing land use map to each jurisdiction for review and comment. (February 2006 – April 2006)
7. Make any revisions to the existing land use shapefile to incorporate local jurisdiction's comments. (April 2006 – May 2006)
8. Provide a copy of the updated existing land use shapefile to SCAG for review and comments prior to the final delivery. (May 2006)
9. Make any revisions required by SCAG. (May 2006 – June 2006)
10. Create an updated subregion-wide shapefile of the existing land uses in UTM zone 11, NAD 83 meters projection. (May 2006 – June 2006)

Products:

- An updated subregion-wide shapefile of the existing land uses in UTM zone 11, NAD 83 meters projection. (June 2006)
- A project documentation report, in Microsoft Word format and in hard copy, which includes (1) an overview of the project, (2) a summary of the revisions to the existing land use element since the last update, and (3) a complete data dictionary of the attribute table. (June 2006)
- Quarterly progress reports to SCAG (October 2005, January 2006, April 2006, July 2006)

EXHIBIT B
Subregional Budget

SEP-13-2006 16:55 FROM:CFD FAX

12132361825

TO:SANBAG

P.5/10

IN-KIND MATCH BUDGET

Southern California Association of Governments
 Fiscal Year 2006-2007 Subregional Budget
 Subregion: **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

CHART 1 - Subregional Staff Projects

WBS	Program Name	Description	SCAG Project Manager	Federal Amount	In-Kind Match	Cash Match	Total
07-040.SBGSI	General Plan Land Use Update-SBG	Data	P. Wang	15,000	1,944	0	16,944
07-055.SBGSI	Existing Land Use Update (Parcel Level)	Regional Forecasting & Policy Analysis	J. Minjares	50,000	6,479	0	56,479
		Total Subregional Staff		\$65,000	\$8,423	\$0	\$73,423

CHART 2 - SCAG Consultant Projects

WBS	Program Name	Description	SCAG Project Manager	Federal Amount	In-Kind Match	Cash Match	Total
07-065.SBGCI	2% Compass Strategy-SBG	Compass 2% Strategy	M. Butala	200,000		250,000	450,000
		Total Subregional Consultant		\$200,000	\$0	\$250,000	\$450,000

Grand Totals: →

Amount	In-Kind Match	Cash Match	Total
\$265,000	\$8,423	\$250,000	\$523,423

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: September 20, 2006

Subject: City of Yucaipa Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07098 with the City of Yucaipa for the Yucaipa Boulevard Widening (South Side) from 5th Street to 12th Street project.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Yucaipa has approved the attached Cooperative Agreement for the Yucaipa Boulevard Widening (South Side) from 5th Street to 12th Street project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to \$1,224,750 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Financial Impact: The agreement commits the Authority to reimbursement of up to \$1,224,750 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on July 19, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

*

Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SANBAG Contract No. C07098

by and between

San Bernardino County Transportation Authority

and

City of Yucaipa

for

Yucaipa Blvd. Widening (South Side) from 5th Street to 12th Street

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: _____	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ <u>1,224,750</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 1,224,750

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>10/4/06</u>	Contract Start: <u>10/4/06</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
------------------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ No
 If yes, which Task includes budget authority? N/A
 If no, has the budget amendment been submitted? ☐ Yes ☐ No


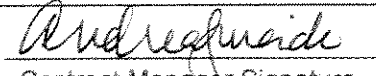
CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local
 Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

	
Task Manager Signature	Contract Manager Signature
7/13/06	9-12-06
Date	Date

Chief Financial Officer Signature _____ Date _____

Filename: C07098CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07098

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

Yucaipa Boulevard Widening (South Side) from 5th Street to 12th Street

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Yucaipa Boulevard Widening (South Side) from 5th Street to 12th Street (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$1,224,750. The SANBAG Nexus Study states an actual cost of \$2,898,400. In the event that the project cost is lower, the reimbursement percentage shall apply. In this event, the reimbursement shall be calculated as follows:
 - a. Subtract \$350,000 in Bicycle Transportation Account grant funding from the actual cost, as documented following the procedures outlined in SECTION II below.
 - b. Subtract \$370,000 in Transportation Demand Act Article 3 grant funding from the actual cost, as documented following the procedures outlined in SECTION II below.
 - c. Subtract \$403,400 in Safe Routes to Schools Funding from the actual cost, as documented following the procedures outlined in Section II below.
 - d. Multiply the result by the reimbursement percentage (69%, from the SANBAG Development Mitigation Nexus Study, 2005).

In the event that all or a portion of the Federal/State grant funds identified above are not available for application to this project, the reimbursement amount shall be recalculated to reflect the change in funding. In the event that additional Federal/State grant funds are applied to this project (in addition to the two grants listed above) the reimbursement amount shall be recalculated to reflect the change in funding.

These calculations are based on the principles contained in Chapter 4, Section 4B of the 2005 Congestion Management Program prepared by the San Bernardino County Congestion Management Agency (CMA), adopted by the CMA in November, 2005. The two pertinent principles are:

- Federal or state appropriations from transportation sources for specific projects will reduce the project costs, not just reduce the required developer mitigation. The percentage share of the remaining project costs allocated to development and other sources will remain the same.
- Funds generated by local jurisdictions from non-transportation sources (federal, state or other) will be eligible for credit against local fair-share development contributions. In addition, SANBAG may permit the use of transportation dollars (federal or state appropriations) as a credit against

local fair-share development contributions on an exception basis, when the local jurisdiction shows that such transportation dollars are net "new" dollars to the regional transportation system.

2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Yucaipa.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$1,224,750 (as adjusted based on the availability of state/federal transportation funding as described in SECTION I) or the amount based on actual cost as derived in SECTION I, whichever is less.

2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County
Transportation Authority**

City of Yucaipa

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: September 20, 2006

Subject: City of Yucaipa Project Advancement Agreement

Recommendation: Approve Project Advancement Cooperative Agreement C07099 with the City of Yucaipa for the Oak Glen Road Widening from 2nd Street to Bryant from 4 lanes to 6 lanes project.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Yucaipa has approved the attached Cooperative Agreement for the Oak Glen Road Widening from 2nd Street to Bryant from 4 lanes to 6 lanes project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to \$345,000 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Financial Impact: The agreement commits the Authority to reimbursement of up to \$345,000 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schulling, Director of Planning and Programming

Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SANBAG Contract No. C07099

by and between

San Bernardino County Transportation Authority

and

City of Yucaipa

for

Oak Glen Road Widening from 2nd Street to Bryant from 4 lanes to 6 lanes

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan				
Original Contract: \$ <u>345,000</u> Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>345,000</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>10/4/06</u> Contract Start: <u>10/4/06</u> Contract End: <u>TBD</u> New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation → \$ _____		
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>N/A</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Ty Schuiling			Contract Manager: Andrea Zureick	

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Task Manager Signature </div> <div style="text-align: center;"> <u>9/13/06</u> Date </div> </div>	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Contract Manager Signature </div> <div style="text-align: center;"> <u>9/12/06</u> Date </div> </div>
--	--

Chief Financial Officer Signature _____ Date _____

Filename: C07099CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07099

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

Oak Glen Road Widening from 2nd Street to Bryant from 4 lanes to 6 lanes

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Oak Glen Road Widening from 2nd Street to Bryant from 4 lanes to 6 lanes (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$345,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$345,000 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of

those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Yucaipa.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$345,000.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and

agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County
Transportation Authority**

City of Yucaipa

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: September 20, 2006

Subject: City of Yucaipa Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07100 with the City of Yucaipa for the Oak Glen Road Widening from Yucaipa Boulevard to Avenue E project.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Yucaipa has approved the attached Cooperative Agreement for the Oak Glen Road Widening from Yucaipa Boulevard to Avenue E project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to \$1,242,000 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Financial Impact: The agreement commits the Authority to reimbursement of up to \$1,242,000 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

SANBAG Contract No. C07100

by and between

San Bernardino County Transportation Authority

and

City of Yucaipa

for

Oak Glen Road Widening from Yucaipa Boulevard to Avenue E**FOR ACCOUNTING PURPOSES ONLY**☒ Payable☐ Receivable

Vendor Contract # _____

Vendor ID _____

Retention:

☐ Yes _____ % ☒ No☒ Original☐ Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ 1,242,000

Contingency Amount: \$ _____

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 1,242,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 10/4/06 Contract Start: 10/4/06 Contract End: TBD
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →Fiscal Year: _____
\$ _____**Future Fiscal Year(s) –
Unbudgeted Obligation → \$ _____**Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? N/AIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes _____ %Task Manager: Ty SchuilingContract Manager: Andrea ZureickTy Schuiling 9/13/06
Task Manager Signature DateAndrea Zureick 9/12/06
Contract Manager Signature Date_____
Chief Financial Officer Signature Date

Filename: C07100CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07100

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

Oak Glen Road Widening from Yucaipa Boulevard to Avenue E

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Oak Glen Road Widening from Yucaipa Boulevard to Avenue E (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$1,242,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$1,242,000 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of

those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Yucaipa.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$1,242,000.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and

agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County
Transportation Authority**

City of Yucaipa

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: September 20, 2006

Subject: City of Yucaipa Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07101 with the City of Yucaipa for Intersection Improvement project at Wildwood Canyon Road and 5th Street.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Yucaipa has approved the attached Cooperative Agreement for the Intersection Improvement project at Wildwood Canyon Road and 5th Street and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to \$380,880 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Financial Impact: The agreement commits the Authority to reimbursement of up to \$380,880 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

*

Approved
Plans and Programs Policy Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SANBAG Contract No. C07101

by and between

San Bernardino County Transportation Authority

and

City of Yucaipa

for

Wildwood Canyon Road and 5th Street Project

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ <u>380,880</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.	
Contract TOTAL → \$ <u>380,880</u>	

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>10/4/06</u>	Contract Start: <u>10/4/06</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? N/A

If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes _____ %

Task Manager: Ty Schuiling	Contract Manager: Andrea Zureick
-----------------------------------	---

	9/13/06		9/12/06
Task Manager Signature	Date	Contract Manager Signature	Date

Chief Financial Officer Signature Date

Filename: C07101CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07101

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

Wildwood Canyon Road and 5th Street

THIS AGREEMENT is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Intersection Improvements at Wildwood Canyon Road and 5th Street (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$380,880. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$380,880 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of

those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Yucaipa.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$380,880.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully

defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County
Transportation Authority**

City of Yucaipa

By: _____
Dennis Hansberger
President, SANBAG Board of
Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

Minute Action

AGENDA ITEM: 15

Date: September 20, 2006

Subject: Quarterly Administrative Report on SANBAG Federal Funding Programs

Recommendation: 1) Receive report on quarterly reporting and obligation status.
2) Adopt a finding of compliance with obligation requirements for all affected agencies.

Background:

Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Regional Transportation Enhancement Activities (TEA) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project

Approved
Plans and Programs Policy Committee

Date: _____

Moved

Second

In Favor

Opposed

Abstained

Witnessed _____

implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

Quarterly Reporting Status

Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by July 15th as required by the terms of their contract.

Obligation Status

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 03/04 will be subject to reprogramming in November 2006. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately \$24.4 million CMAQ (combined total MDAB and SCAB) and \$1.8 million STP by November 2006. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/06".

Please note that TEA funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Any programmed funds not obligated will lapse and be unavailable to San Bernardino County until the 2008 STIP programming cycle.

Financial Impact:

Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37307000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on September 15, 2006.

Responsible Staff:

Ty Schuiling, Director of Planning and Programming

TABLE 1
Congestion Mitigation and Air Quality Program Status
Mojave Desert Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$0	\$224,000	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Realignment	00-085	01/05/00	\$265,000	\$265,000	C	C	C	C	Project obligated 8/05
Barstow	LNG/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement Alt Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/06/03	\$613,846	\$189,646	Apr-06	Jul-06	*	Jan-06	\$100,000 to be obligated in FY05/06
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	20020140	08/06/03	\$963,000	\$276,000	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Expansion	20040621	08/06/03	\$191,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds to be obligated in FY05/06
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/06/03	\$1,142,000	\$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
Barstow Transit	Bus System - Expansion Bus - 35 Alt Fuel 06-2	20041301	10/05/05	\$673,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Replacement Paratransit Vehicles - Gas	20040811	08/06/03	\$616,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(28 passen	20040812	08/06/03	\$327,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(33 passen	20040813	09/06/03	\$289,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	00-082/01-083	02/07/01	\$2,460,974	\$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	20020808	09/06/03	\$371,000	\$370,941	C	C	C	C	Project obligated 4/05
SB County	Purchase Replacement Alt. Fuel Paratransit Vehicles	00-086	12/06/00	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Laurea Rd Paving	00-087	12/06/00	\$534,690	\$534,781	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,987	\$102,000	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 10/06
Victorville	1-15Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 7/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	08/06/03	\$1,137,000	\$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
VVTA	Replacement CNG Buses	SBD41084	08/06/03	\$3,498,750	\$1,020,350	Apr-06	Jul-06	*	Jan-06	\$2,479,000 to be obligated in FY05/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	TEA-21 funds obligated
VVTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,288,124	C	C	C	C	TEA-21 funds obligated
TOTALS				\$23,833,369	\$14,361,878					

Obligation Status

Fiscal Year 05/06:	Fiscal Year 06/07:
Apportionment Subject to Reprogramming \$5,095,305	Apportionment Subject to Reprogramming \$4,844,926
Obligated Amount to Date* \$3,816,411	Obligated Amount for FY06/07 \$0
Additional Obligation Scheduled by 11/06 \$964,000	Additional Obligation Scheduled by 11/07 \$4,087,715
Expected Amount Subject to Reprogramming 11/06 \$314,894	Expected Amount Subject to Reprogramming 11/07 ** \$767,211
	(Includes amount over-obligated in FY 05/06)

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides
 **NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
 C - Project Complete/Cancelled
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 2
Congestion Mitigation and Air Quality Program Status
South Coast Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Chico Hills	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 8/05
Colton	CNG Time-Fill Refueling Stations	02-036	08/01/01	\$88,400	\$88,000	C	C	C	C	Project obligated 8/05
Colton	Alt Fuel Park-n-Ride One-Stop Facility	02-067	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	08/01/01	\$432,704	\$0	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 12/06
Fontana	Washington St at Rocha Cyn & Hunts Ln Mitigation	00-102	02/02/00	\$400,000	\$60,000	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 1/07
Highland	5th Street Signal Interconnect	02-038	08/01/01	\$2,590,000	\$2,590,000	C	C	C	C	Project obligated 10/03
Highland	Base Line Road Signal Interconnect	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 8/05
Highland	Palm Avenue Signal Interconnect	02-021	08/01/01	\$98,000	\$98,000	C	C	C	C	Project obligated 2/04
Highland	Anderson St/Tippecanoe Av Signal Interconnect	02-028	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 8/05
Loma Linda	Big Bear Visitors Trolley	00-082	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 2/03
MARTA	Replacement Paratransit Vehicle Purchase	2004-23	08/01/01	\$274,442	\$274,442	C	C	C	C	Project obligated 5/03
MARTA	Replacement Buses - Alt Fuel	2004-24	08/06/03	\$1,060,000	\$335,972	Apr-06	Jul-06	*	Jan-06	\$282,000 to be obligated in FY05/06
MARTA	Bus System - Operating Assistance	SBD04-1055	08/06/03	\$1,265,000	\$0	Apr-06	Jul-06	*	Jan-06	\$273,000 to be obligated in FY05/06
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	\$80,000	\$0	Apr-06	Jul-06	*	Jan-06	\$40,000 to be obligated in FY05/06
Montclair	Rancho Av Grade Separation	02-096	02/02/00	\$309,700	\$309,700	C	C	C	C	Project obligated 8/03
Omnitrans	Replacement Paratransit Vehicles for Access Fleet	2004-0211	08/06/03	\$1,590,481	\$0	Apr-06	Jul-06	*	Jan-06	RFA2 to be submitted 8/06
Omnitrans	Bus Replacement - Alt Fuel	SBD090105	08/06/03	\$3,325,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Rancho Cucamonga	Base Line Road Signal Synchronization	02-020	08/01/01	\$5,785,000	\$100,000	C	C	C	C	Funds programmed in future years
San Bernardino	East Valley UNG/LONG Fueling Facility	02-024	08/01/01	\$911,859	\$911,799	C	C	C	C	Project obligated 5/03
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$106,000	\$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Metrolink Parking Structure	2002-0802	08/06/03	\$7,139,000	\$531,000	Apr-06	Jul-06	*	Jan-06	Project obligated 5/03
SB County	Crestline Corridor Park and Ride Lot	02-028	08/01/01	\$354,119	\$355,000	C	C	C	C	Funds programmed in future years
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$2,545,237	\$355,000	C	C	C	C	Project obligated 7/05
SB County	Wilbur Av @ SH-38 - Install Traffic Signals	00-069	02/02/00	\$173,250	\$173,772	C	C	C	C	Project obligated 7/05
Upland	Upland Metrolink Station - Parking Expansion	2004-0825	08/06/03	\$2,776,900	\$0	Apr-06	Jul-06	*	Jan-06	Project obligated 8/05
Upland	SR/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	Funds programmed in future years
TOTALS				\$33,990,766	\$10,855,976					Project obligated 5/04

Obligation Status

Fiscal Year 05/06:

Fiscal Year 06/07:

Apportionment Subject to Reprogramming	\$22,521,546	Apportionment Subject to Reprogramming	\$15,142,287
Obligated Amount to Date*	\$4,052,460	Obligated Amount for FY06/07	\$0
Additional Obligation Scheduled by 11/06	23,416,504	Additional Obligation Scheduled by 11/07	\$24,107,155
Expected Amount Subject to Reprogramming 11/06**	\$-4,947,418	Expected Amount Subject to Reprogramming 11/07**	\$-3,964,868
		(Includes amount over-obligated in FY 06/06)	

NOTES:

- * - Includes projects with closed contracts and projects funded through Board set-asides
- **NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
- C - Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 3
Regional Surface Transportation Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2006 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	EJ Midge Rehab & Paving - West City Limits to US395	01-036	10/04/00	\$993,858	\$0	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 8/07
Barstow	Lerwood Rd Rehab - Commerce Hwy to 34th St West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Muriel Dr	01-038	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR18/Big Bear Blvd/Parade Rd/Village Dr	01-035	10/04/00	\$495,280	\$495,280	C	C	C	C	\$200,000 contingency for cost overruns obligated 8/10/06
Colton	Main Sulfur Av Intersection Improvements	01-077	02/07/01	\$250,000	\$0	Apr-06	Jul-06	*	Jan-06	RFA2 to be submitted 10/06
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Football Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Jurupa/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Circle to Maple - Widen 2-6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,605	\$0	Apr-06	Jul-06	*	Jan-06	RFA3 resubmitted 8/06
Highland	Pepper Av-Foothill to Highland-Widen and Extend to 6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Board reallocated funds to other projects 12/03
San Bernardino	State St - 18th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$80,000	Apr-06	Jul-06	*	Jan-06	RFA2 to be submitted 2/07
SB County	Needles Hwy - N St to Nevada State Line-Realign Rehab	01-033	10/04/00	\$2,478,840	\$1,043,975	Apr-06	Jul-06	*	Jan-06	RFA2 to be submitted 2/07
SB County	National Trails Hwy - Passing Lanes	01-039	10/04/00	\$1,907,284	\$310,000	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 2/07
SB County	Cedar Av-Widening PSE - Shover Av to Valley Bl	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
Twenty-nine Palms	Two Mile Road Rehab - Sunlit to Lear	01-037	10/04/00	\$5,999,071	\$5,999,000	C	C	C	C	Project cancelled 9/04/04
Victorville	Bear Valley Rd Rehab - I-15 to Rowe Rd	01-041	10/04/00	\$5,999,071	\$5,999,000	C	C	C	C	Obligated 08/23/05
TOTALS				\$18,182,774	\$9,121,659					

Obligation Status

Fiscal Year 05/06:	Fiscal Year 06/07:
Apportionment Subject to Reprogramming	Apportionment Subject to Reprogramming
Obligated Amount to Date*	Obligated Amount for FY06/07
Additional Obligation Scheduled by 11/06	Additional Obligation Scheduled by 11/07
Expected Amount Subject to Reprogramming 11/06	Expected Amount Subject to Reprogramming 11/07
***\$-8,333,539	***\$-16,066,669
	(Includes amount of over-obligated in FY 06/06)

NOTES:
 * - Includes projects with closed contracts and projects funded through Board set-asides
 **NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
 C - TEA-21 Funded Project Complete/Cancelled
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 4
Regional Transportation Enhancement Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2006 Quarterly Reports				Comments
						1	2	3	4	
Barstow	I-15/Linwood Road Landscaping	01-058	12/06/00	\$416,880	\$416,880	C	C	C	C	Obligated 8/18/05
Chico	Chico/Chico Hills Bikeway Connector	00-073	01/05/00	\$435,000	\$435,000	C	C	C	C	Obligated 3/05
Colton	Colton San Bernardino Ped/Bikeway Project	02-041	08/01/01	\$719,853	\$60,843	Apr-06	Jul-06	*	Jan-06	RFA3 to be submitted 12/06
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	200431	10/05/05	\$1,796,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds to be obligated in FY05/06
Rancho Cucamonga	Rancho Portion of Inland Empire Pacific Electric Trail	20020201	10/05/05	\$1,796,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds to be obligated in FY06/07
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	\$2,706,213	\$2,706,213	C	C	C	C	Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/06/00	\$1,040,060	\$1,040,060	C	C	C	C	Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/06/00	\$1,009,360	\$1,009,360	C	C	C	C	Project fully obligated
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	\$200,000	\$175,244	C	C	C	C	Project obligated 5/05
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	\$91,000	\$91,000	C	C	C	C	Project obligated 8/04
Upland	SP/PE ROW Bike/Ped Trail	01-056	12/06/00	\$1,566,400	\$1,566,400	C	C	C	C	RFA1 to be submitted 8/07
Upland	SP/PE Right of Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$808,000	\$908,000	C	C	C	C	RFA1 to be submitted 8/06
US Forest Service	Arm of the World Scenic Trail	01-029	01/05/00	\$1,000,000	\$200,000	Apr-06	Jul-06	*	Jan-06	
Victorville	Riverwalk Trail	00-071	01/05/00	\$2,212,843	\$10,000	Apr-06	Jul-06	*	Jan-06	
TOTALS				\$16,397,209	\$8,618,800					

Allocation Status

Fiscal Year 05/06:

Fiscal Year 06/07:

Apportionment Subject to Lapse \$7,342,000
 Allocated Amount to Date* \$3,410,936
 Additional Allocation Scheduled by 7/06 N/A
Amount Subject to Lapse 7/06* \$3,931,064

Apportionment Subject to Lapse \$3,741,000
 Obligated Amount for FY06/07 \$0
 Additional Allocation Scheduled by 7/07 \$2,545,210
Expected Amount Subject to Lapse 7/07* \$1,196,790

NOTES:

*Note: TE funds not allocated by the CTC in the year programmed will lapse. The funds will be available for programming in the 2008 STIP cycle
 C - TEA-21 Funded Project Complete/Cancelled
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: September 20, 2006

Subject: San Bernardino Valley Measure I Audits

Recommendation:* Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2005 for the jurisdictions in the San Bernardino Valley Subregion.

Background: Each year SANBAG provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds. The audits examine both financial and compliance issues related to Measure I expenditures. This item contains the draft report summarizing audit findings for each jurisdiction in the Valley area of the county.

To date SANBAG has received audits for every jurisdiction in the San Bernardino Valley. The report indicates that Valley jurisdictions received \$20,704,900 in Measure I revenue and had remaining fund balances of \$41,929,239. Although a number of Valley jurisdictions had non-compliance findings, none were of a material nature.

*

Approved
Plans and Programs Committee

Date: September 20, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

PPC0609A-RPG.DOC
Attachments:
PPC0609A1-RPG.doc
PPC0609A2-RPG.doc
PPC0609A3-RPG.xls

Financial Impact: This item has no direct impact upon the SANBAG budget. Measure I Local Pass-Through Funds are distributed by SANBAG and held by each local jurisdiction in a special Measure I fund. SANBAG expenses relative to the administration of the Measure I program are consistent with the adopted budget, Task No. 0650400, Measure I Administration – Valley.

Reviewed By: This item appeared before the Plans and Programs Committee on June 21, 2006, but no action was taken due to the lack of a quorum. The item is scheduled for review by the Plans and Programs Committee September 20, 2006.

Responsible Staff: Ryan Graham, Transportation Planning Specialist

Attachment #1: PPC0609A1

MEASURE I LOCAL PASS-THROUGH FUNDS

2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

The Measure I Local Pass-Through Funds were created as part of the half cent Retail Transactions and Use Tax approved by the voters of San Bernardino County in 1989 to be used for transportation improvements and traffic management. In its capacity as San Bernardino County Transportation Authority, San Bernardino Associated Governments (SANBAG) is responsible for administration of funds and implementation of programs identified in the Measure.

This report provides summary information on revenue and expenditures of the Measure I Local Pass-Through Funds during Fiscal Year 2004-2005 for each of the cities and the County unincorporated areas within each of the Measure I subareas. This report covers the fifteenth year in which Measure I revenue has been distributed to local jurisdictions within San Bernardino County for local transportation projects.

In the Valley subregion of the county, Local Pass-Through Funds are distributed to the cities and County for local street and road projects. Valley jurisdictions receive funds based upon the ratio of their population to the total Valley population. The Mountain/Desert jurisdictions receive Measure I Local Pass-Through Funds to be expended for transportation projects as specified in the Measure, whereby funds are to be expended for local road projects (30%), arterial and regional road projects (65%), and for elderly and handicapped transportation services (5%). Mountain/Desert revenue is allocated to each subarea based upon the funds generated within each subarea and distributed to each jurisdiction within the subarea based upon a formula of 50% population and 50% point of generation.

This summary report provides information relative to both the financial and compliance audits conducted by Miers & Miers, Certified Public Accountants, of twenty-four city funds and the six subarea funds administered by the County. The financial audits consist of examination of financial statements and accounting principles, while the compliance audits examine expenditures to insure conformity with the Measure I Policies adopted by the San Bernardino Associated Governments Board of Directors.

REVENUE

Local jurisdictions receive retail transactions and use tax revenue from San Bernardino Associated Governments each month, based on the allocation formulas contained in the Measure I Expenditure Plans. The revenue is maintained in the Special Measure I Transportation Sales Tax Fund of each local jurisdiction. Interest received from the investment

Attachment #1: PPC0609A1

of these funds is deposited into the special Measure I Fund to be used for transportation projects approved by the governing bodies.

Countywide, Measure I local pass-through revenue increased in 2004/2005 by 16.9% over the prior year. Following is a summary of the Measure I Local Pass-Through Funds distribution and interest accrued during 2004/2005.

LOCAL PASS-THROUGH FUNDS Year Ending June 30, 2005

SUBREGION	REVENUE	INTEREST	TOTAL REVENUE
Valley	\$20,704,900	\$1,658,510	\$22,363,410
Mountain/Desert	\$21,751,418	\$2,081,581	\$23,832,999
TOTAL	\$42,456,318	\$3,740,091	\$46,196,409

EXPENDITURES AND FUND BALANCES

Expenditures of Measure I Local Pass-Through Funds are made pursuant to the Five Year Capital Improvement Plans and Twenty-Year Transportation Plans adopted annually by the City/Town Councils and the Board of Supervisors. Specific projects funded by the Measure I Local Pass-Through Fund in each jurisdiction are identified in the jurisdictional tables contained in this report. Total expenditures and fund balances remaining on June 30, 2005, are as follows:

SUBREGION	2003-2004 FUND BALANCE	2004-2005 EXPENDITURES	FUND BALANCE June 30, 2005
Valley	\$35,423,861	\$18,485,471	\$41,924,239
Mountain/Desert	\$37,587,076	\$26,281,787	\$34,794,538
TOTAL	\$73,010,937	\$44,767,258	\$76,718,777

Attachment #2: PPC0609A2

MEASURE I LOCAL PASS-THROUGH FUNDS VALLEY SUBREGION 2004/2005 COMPLIANCE ISSUES

In addition to the annual financial audit of each jurisdiction receiving Measure I Local Pass-Through Funds, auditors for San Bernardino Associated Governments also conduct an audit to insure compliance with laws, regulations, and policies governing the use of Measure I Transportation Sales and Use Tax Funds. The following listing identifies the non-compliance issues found in each recipient jurisdiction.

CITY OF CHINO

Current Year: None found.
Prior year: None found.

CITY OF CHINO HILLS

Current Year: None found.
Prior Year: None found.

CITY OF COLTON

Current Year: None found.
Prior Year: None found.

CITY OF FONTANA

Current Year: None found.

Prior Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

CITY OF GRAND TERRACE

Current Year: The City is not in compliance with Measure I policies. It has exceeded the categorical project limitation of one-half of annual Measure I revenue for local projects.

Prior Year: The City was not in compliance with Measure I policies. It had exceeded the categorical project limitation of one-half of annual Measure I revenue for local projects. This finding has not been resolved

CITY OF HIGHLAND

Current Year: None found.
Prior Year: None found.

Attachment #2: PPC0609A2

update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The City should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has not been resolved.

CITY OF UPLAND

Current Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the City update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The City should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year:

1. The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has not been resolved.
2. The City was not in compliance with Measure I policies. It had exceeded the categorical project limitation of one-half of annual Measure I revenue. This finding has since been resolved

CITY OF YUCAIPA

Current Year: None found.

Prior Year: None found.

COUNTY OF SAN BERNARDINO – VALLEY

Current Year: None found.

Prior Year: None found.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
CHINO	\$1,059,706	\$9,648	\$1,069,354	(\$57,069)	\$937,644	Total Expenditures	\$74,611
					\$480,480	City-wide, various locations, AC pavement repair, miscellaneous street/traffic maintenance	
					\$63,413	City-wide, various locations, concrete repair, miscellaneous street/traffic maintenance	
					\$7,602	Walnut Ave./Yorba Ave., traffic signal	
					\$8,825	Riverside Dr./10th St., traffic signal	
					\$40,650	ITS Infrastructure Phase 1, traffic signal communications	
					\$194,564	Edison Ave./Yorba Ave., traffic signal	
					\$108,000	Cypress Ave./Walnut Ave., traffic signal	
					\$34,110	Downtown Transportation Facility, Phase 1	

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
CHINO HILLS	\$1,124,246	\$35,159	\$1,159,405	\$1,534,431	\$579,579	Total Expenditures	\$2,114,257
					\$233,462	Overlay/slurry seal program, FY 2003-2004	
					\$3,690	Overlay/slurry seal program, FY 2004-2005	
					\$53,188	Sidewalk replacement program, FY 2003-2004	
					\$83,161	Sidewalk replacement program, FY 2004-2005	
					\$85,172	Striping program, FY 2004-2005	
					\$32,954	Chino Ave./Eagle Canyon Dr., traffic signal	
					\$87,952	Peyton Dr./Frost Ave., traffic signal	

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
COLTON	\$784,422	\$37,065	\$821,487	\$2,589,270	\$1,376,067	Total Expenditures	\$2,034,690
					\$281,341	Phase 1 paving overlay, street overlay Washington St./Bluff Rd. to Cooley, street widening, engineering design	
					\$273,564	Slurry seal project, Phase I	
					\$201,597	Reche Canyon/0.5 miles south of Washington St. to county line, street widening construction	
					\$511,914	Pavement management program	
					\$10,266	Slurry seal project, Phase III	
					\$76	Colton bike lane	
					\$33,752	Street pavement rehabilitation, Phase III	
					\$11,764	street overlay	
						Reche Canyon/Washington St. to county line, missing links of curb and gutter construction	
					\$40,001	Agua Mansa Rd. traffic signalization	
					\$686	Main and Iowa, traffic signalization	
					\$11,106		

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
FONTANA	\$2,283,704	\$119,538	\$2,403,242	\$3,584,280	\$2,207,514	Total Expenditures	\$3,780,008
					\$224,405	Cherry Ave./Foxridge Dr., traffic signal	
					\$69,887	Etiwanda Ave./Philadelphia Ave., traffic signal	
					\$105,763	Orange Way/Juniper Ave., traffic signal	
					\$240,644	Sierra Ave./Jurupa Ave to Summit, Sierra	
					\$233,294	Fiber Optics Grant	
					\$101,593	Tokay Ave./Foothill Blvd., traffic signal and roadway modifications	
					\$167,184	Alder Ave./San Bernardino Ave., traffic signal (City share)	
					\$2,060	Banana Ave./Jurupa Ave., traffic signal (City share)	
					\$21,045	Cherry Ave./Miller Ave., traffic signal and interconnect	
					\$121,422	Cherry Ave./Myer Cyn., traffic signal and interconnect	
					\$3,230	Hemlock Ave./Valley Blvd./Fontana Ave., traffic signal (City share + ROW)	
					\$321	Foothill Blvd./Maple Ave., traffic signal and modification (City share)	
					\$293,094	Sierra Ave. left turn lanes, traffic signal modifications	
					\$926	Beech Ave., east of Cherry Ave. to I-15, roadway widening and sidewalk	
					\$39,077	Etiwanda Ave./Slover Ave., intersection modifications (design only)	
					\$40,605	Alder Ave./Randall Ave., traffic signal	
					\$81,306	Alder Ave./Merrill Ave., traffic signal	
					\$21,302	City-wide sidewalk installation	
						Citrus Ave./Valley to Foothill, traffic signal interconnect	

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
FONTANA (continued)					\$188,147	City-wide Measure I system, traffic signal communications system	
					\$3,060	City-wide Measure I system, computerized signal coordination and traffic control equipment	
					\$146,576	City-wide Measure I system, computerized signal coordination and traffic control equipment	
					\$26,214	City-wide Measure I system, computerized signal coordination and traffic control equipment	
					\$56,359	Alder Ave./Foothill Blvd., traffic signal modification, sidewalk improvements	

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
GRAND TERRACE	\$179,160	\$1,718	\$180,878	\$117,226	\$166,187**	Total Expenditures	\$131,917
					\$166,187	Local projects: city-wide slurry program	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES		PROJECTS	YEAR END FUND BALANCE
HIGHLAND	\$724,710	\$33,252	\$757,962	\$1,333,547	\$362,350		Total Expenditures	\$1,729,159
					\$362,350		Various locations, pavement rehabilitation	

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
LOMA LINDA	\$308,344	\$5,752	\$314,096	\$227,017	\$264,200	Total Expenditures	\$276,913
					\$146,171	Beaumont Ave. bridge widening	
					\$1,100	Mt. View Ave. bridge widening	
					\$638	Redlands Blvd./Richardson St., traffic signal	
					\$116,291	West of Campus St. and south of railroad, slurry seal, Phase IV	

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS		YEAR END FUND BALANCE
						Total Expenditures		
MONTCLAIR	\$509,246	\$38,106	\$547,352	\$1,459,843	\$7,154	\$7,154	Misson Blvd./east of Ramona Ave./east of Monte Vista Ave., curb, gutter and sidewalk construction; median and parkway landscaping; storm drain construction; signal modifications; and pavement rehabilitation.	\$2,000,041

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
ONTARIO	\$2,461,207	\$137,309	\$2,598,516	\$4,791,828	\$3,874,945	Total Expenditures	\$3,515,399
					\$1,319,016**	Arterial street maintenance, city-wide	
					\$1,247	Pavement Management System	
					\$256,068	Riverside Dr., Phase II reconstructions, Cucamonga Creek to Milliken Ave., miscellaneous shoulder widening and pavement rehabilitation	
					\$519,572	Walnut St./Fern Ave. to Imperial Ave., pavement rehabilitation	
					\$283,546	Fifth St./Mountain Ave. to San Antonio Ave., pavement rehabilitation	
					\$9,282	Fourth St./El Dorado Ave., new traffic signal	
					\$273,327	Etiwanda Ave./Airport Dr. to Jurupa St., pavement rehabilitation	
					\$705,302	Riverside Dr./Euclid Ave. to Walker Ave., pavement rehabilitation	
					\$169,440	Jurupa St./Turner to Milliken, pavement rehabilitation	
					\$135,295	Various locations, traffic signal LED retrofit	
					\$202,850	Milliken Ave./Jurupa St., pavement rehabilitation	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
RANCHO CUCAMONGA	\$2,283,754	\$299,514	\$2,583,268	\$5,189,866	\$1,169,246	Total Expenditures	\$6,603,888
					\$31,858	Local streets, city-wide, pavement rehabilitation	
					\$111,691	Haven Ave./Baseline to Highland PH1, widen west side, pavement rehabilitation and widening	
					\$322,366	Grove Ave./8th to Foothill, pavement rehabilitation	
					\$101,088	Hermosa Ave./north of Baseline to north of railroad, pavement rehabilitation and widening and storm drain	
					\$107,816	Carnellian St./Vivero to north of Baseline, pavement rehabilitation	
					\$85,986	ADA corrective measures, city-wide, intersection ramps and driveway modifications	
					\$7,877	Archibald Ave./Baseline to 19th St., pavement rehabilitation	
					\$294,486	Arrow Rte./Archibald to Hermosa, pavement rehabilitation	
					\$275,934	Hermosa Ave./Highland to Banyan, pavement rehabilitation and widening	
					\$21,039**	Bus bays	
					\$5,273	Hellman Ave./west of Hellman Ave. to Amethyst St., storm drain and street widening	
					\$3,938	Baseline/Haven/Deer Creek, pavement rehabilitation	

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
RANCHO CUCAMONGA (Continued)					\$3,938	Church/Archibald/Hermosa, pavement rehabilitation	
					\$6,345	Sapphire/19th to Banyan, pavement rehabilitation	
					\$5,243**	Arrow/Eiwanda, signal modification	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
REDLANDS	\$1,009,873	\$114,562	\$1,124,435	\$4,716,369	\$622,816	Total Expenditures	\$5,325,798
					\$45,455	Church St./Clark St. to Colton Ave., right- of-way acquisition	
					\$284,205	Various locations, traffic signal improvements (New York, Tennessee, Lugonia)	
					\$24,314	Cypress Ave., reconstruct crosswalk and access ramps	
					\$249,955	Redlands Blvd./Alabama St., street improvements	
					\$18,887	Various locations, street resurfacing	

* May include reimbursements to the Measure I Fund and other revenue.

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
RIALTO	\$1,438,219	\$51,840	\$1,490,059	\$2,053,698	\$1,339,988	Total Expenditures	\$2,203,769
					\$339,343	Various streets, street resurfacing project, pavement rehabilitation, 1" overlay	
					\$168,315	Bohnert/Willow/Lilac/Etiwanda/various locations, street reconstruction, resurfacing, 1 1/2" overlay	
					\$596,307**	Riverside/Eucalyptus/Sycamore/Pepper/ Various locations, street reconstruction, resurfacing, 2" overlay	
					\$161,521	Riverside/Various locations, street widening	
					\$5,670	Wilson St, street improvement	
					\$6,434	Bemis Elementary (Safe Route to Schools) intersection improvements	
					\$7,027	Riverside I-10 Interchange, interchange improvements	
					\$1,723	City-wide, curb, gutter and sidewalks	
					\$25,244	City-wide, new traffic signal	
					\$2,696	City-wide, Pavement Management System (PMS)	
					\$28,845	City-wide transportation model	
					\$400	SR-210 Detour Route, traffic signal coordination, before/after analysis	
					\$4,463	City-wide, Right of Way valuation and Management System	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO	\$2,876,593	\$219,776	\$3,096,369	\$4,503,870	\$2,512,786	Total Expenditures	\$5,087,453
					\$57,686	Campus Parkway, new street	
					\$137,439	Rialto Ave./BNSF grade crossing, widen	
						Rialto Ave at grade crossing	
					\$288,600	Mt. Vernon Bridge, grade separation, bridge over BNSF yard	
					\$69,299	Various locations, street and safety improvement	
					\$642	40th St./Acre Ln. to Electric Ave., widen street (design)	
					\$3,008	9th St./H St to Sierra Way (ph II), pavement rehabilitation	
					\$292	Del Rosa Dr./6th St to Base Line St., widen to four lanes (design only)	
					\$650,598	Various locations, disabled access ramps	
					\$86	Mountain Ave./39th to 40th, construct curb, gutter and sidewalk	
					\$21,441	University Pkwy./I-215, interchange preliminary study	
					\$16,404	Various locations, miscellaneous repairs	
					\$9,021	June St./June Pl. to Cajon Blvd., pavement rehabilitation	
					\$62	3rd St./K to Mt. Vernon Ave. Viaduct, pavement rehabilitation	
					\$30,118	Various locations, install concrete pads at bus stop	
					\$5,533	Roosevelt, Arrowhead, Burbank, and N. Verde, ADA access improvements	
					\$7,167	Various locations, repair guardrail	
					\$45	Rancho Ave./railroad tracks S. of Foothill, construct median	
					\$76,635	California St./Base Line St. to Washington, pavement rehabilitation	

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO (continued)					\$108	Various locations, pavement rehabilitation for two lanes west of gas company	
					\$9,873	Base Line St./Warm Creek, repair railing	
					\$58	Rialto Ave./Lytle Creek, repair railing	
					\$81	Flores St./30th St./Gardena St./Darby St./Glenview Ave./Pennsylvania Ave., apply Type II slurry seal	
					\$34,949	21st St./Waterman to east of Valencia Ave, mill and overlay	
					\$78,038	E St./Hunts Ln. to south of Santa Ana Bridge, mill and overlay	
					\$2,375	Kendall Dr. Lane extension, University Pkwy., missing sidewalk	
					\$5,739	University Pkwy./I-215, interchange improvements	
					\$7,931	Inland Center Dr./I-215 Freeway widening	
					\$11,643	Victoria Ave./Richardson, sidewalk and AC ramp improvements	
					\$4,438	Waterman Ave./18th St., widening	
					\$218,077	5th St./H St. to Waterman, mill and overlay	
					\$23	Highland Ave./Del Rosa Channel, widening	
					\$853**	Campus Parkway, property acquisition	
					\$82,728	Lynwood Dr./Valencia Ave. to Harrison, mill and overlay	
					\$23,921	Sierra Way/39th to 40th, mill and overlay	
					\$32	Alabama/City Creek, construct new bridge	
					\$842	Lena Rd. extension/Mill to Orange Show, new street construction	

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO (continued)					\$574	Little Mtn./48th St. to Devil Canyon Creek, widening/sidewalk	
					\$309,589	Hospitality Ln./Carnegie Dr. to Tippecanoe, signal modification and street improvement	
					\$132,163**	Santa Fe Depot, rehabilitation of building	
					\$82	Pepper Ave./Birch St. to Mill St., pavement rehabilitation	
					\$6,583	3rd St./Waterman to Tippecanoe, pavement rehabilitation	
					\$38,614**	Palm Ave./BNSF, grade separation	
					\$5	Heritage Ln./Hunts Ln. to Foxcroft, pavement rehabilitation (design only)	
					\$59	Waterman Ave./Frontage Rd./Commercial to Industrial Rd., pavement rehabilitation	
					\$26,777	Waterman Ave./Commercial to Vanderbilt, pavement rehabilitation	
					\$679	Victoria Ave./Lynwood Dr., install traffic signal	
					\$54,057	Various locations, street improvements	
					\$12	Little Mtn./north or 27th to Kendall, pavement rehabilitation	
					\$22,548	Harriam Pl. realignment, Phase IIA & B	
					\$112	Tr. 12958, asphalt overlay	
					\$6,844	Highland Ave./Waterman to Valencia, mill and overlay	
					\$7,111	Mt Vernon Ave./Base Line St to 16 St., cold mill and overlay	
					\$160	Waterman Ave./Ennis, mill and overlay	
					\$7,635	Gilbert St./Morse St. to east of Canyon Rd., mill and overlay	
					\$18,246	Highland Ave./Sterling Ave. to Golden Ave., mill and overlay	

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO (continued)					\$262	Industrial Rd./Steele Rd. 1 to Commercial, pavement rehabilitation	
					\$24,889**	Richardson/Hardt asphalt, street improvements	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
UPLAND	\$1,065,610	\$142,203	\$1,207,813	\$1,767,609	\$162,376	Total Expenditures	\$2,813,046
					\$6,241	Campus Ave./20th St., street construction	
					\$22,434	Benson Ave /I-10, street overlay	
					\$4,727	Veterans Ct./west end to 13th Ave., street reconstruction	
					\$5,787	13th Ave./Memorial Ct. to 13th St., street reconstruction	
					\$64,087**	City-wide street reconstruction, 2003-04	
					\$6,206	21st St., widening west of Campus Ave., street reconstruction	
					\$49,582	West St. to 5th St., street rehabilitation	
					\$3,312	Cul-de-sac on 20th St., west of Campus Ave., street construction	

* May include reimbursements to the Measure I Fund and other revenue.

** Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
YUCAIPA	\$698,767	\$8,119	\$706,886	\$446,165	\$1,061,399	Total Expenditures	\$91,652
					\$712,016	Yuciapa Blvd./4th St. to 5th St./14th St. to Tennessee St./11th St. to 14th St./2nd St. to 4th St., street overlay and rehabilitation	
					\$349,383	County Line Rd./I-10 to 2nd St. and miscellaneous residential streets, slurry seal/cape seal	

* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY	\$1,897,339	\$404,949	\$2,302,288	\$3,755,181	\$1,841,220	Total Expenditures	\$4,216,249
					\$1,964	Adams St./Macy St. east/California St., slurry seal	
					\$117,006	Arrow Rte./Redwood Ave., construct signal	
					\$694	Arrow Rte./Hickory Ave. east/Beech Ave., rehabilitation	
					\$13,802	Banyan Ave. and others, rehabilitation	
					\$19,798	Beech Ave./Valley Blvd./Randall Ave., resurface	
					\$86,460	Cajon Blvd./Kenwood north 0.29 mi. northwest, Cleghorn, guardrail, signing	
					\$23,306	Cedar Ave./Jurupa Ave., construct signal	
					\$532	Cedar Ave./Randall Ave., construct signal	
					\$116,180	Ferndale Ave. and others/0.02 mi. south, 36th St. (SBO CL), Necho Dr., slurry seal	
					\$7,681	Hawthorne Ave. and others, slurry seal	
					\$3,229	Orchid Dr. and others, slurry seal	
					\$12,117	Pecan Ave., and others, rehabilitation	
					\$25,848	Second Ave. Gray St. east/Cajon Blvd., AC overlay	
					\$192,411	Slover Ave./Calabash Ave./Banana Ave., drainage improvements	
					\$16,255	Valley Blvd./Redwood Ave., construct signal	
					\$17,751	Valley Blvd./Cypress Ave., construct signal	
					\$37,002	Valley Blvd./Oleander Ave., construct signal	
					\$12,373	Valley Blvd./Live Oak, construct signal	

ATTACHMENT: PPC0609A3

MEASURE I LOCAL PASS-THROUGH FUNDS - VALLEY
2004-2005 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2005

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY (continued)					\$8,879	Valley Blvd./Banana Ave./Almond Ave., construct left turn lane	
					\$138,285	Various roads, Muscoy area, AC Overlay	
					\$9,565	Arden Ave./0.07 mi. north, Highland north/0.11 mi. north, Lynwood, AC overlay	
					\$272	Arrow Rte./Beech Ave., construct signal	
					\$32,957	Arrow Rte./Central Ave. east/Benson Ave., widen overlay	
					\$6,618	Citrus Ave./Wabash Ave. east/Crafton Ave., AC overlay	
					(\$10)	Institution Rd./Glen Helen parking lot east 0.40 mi. AC overlay	
					\$385	Kendall Dr./0.019 mi. northwest, Palm Ave. northwest Cajon Blvd., rehabilitation	
					\$3,376	Lytle Creek Rd./Glen Helen Pkwy. North/Lytle Creek Ranger Station, AC overlay	
					\$13,498	Maple Ave./Barbee St. north Fontana City Limits, rehabilitation	
					\$5,466	Meadow Ln. and others/0.06 mi. west, Sycamore Dr. east and north/Pollard Dr., slurry seal	
					\$5,380	Mount Baldy Rd./Ice House Canyon Rd. northeast/parking lot, SC3000 overlay	
					\$69	Ramona Ave./0.03 mi. north, Philadelphia Ave./Phillips Ave., rehabilitation	
					(\$356)	Reche Canyon Rd./Westwood St./Prado Ln.	
					\$912,447	Slover Ave./Cherry Ave./Sierra Ave., rehabilitation, widen	

* May include reimbursements to the Measure I Fund and other revenue.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: September 20, 2006

Subject: Measure I Renewal Expenses related to Registrar of Voters and Legal Counsel

Recommendation:* Receive report on final accounting of expenses related to Measure I Registrar of Voters charges and legal counsel for the Sierra Club litigation.

Background: On June 1, 2005, the Board of Directors approved the allocation of expenses for Measure I renewal related to Registrar of Voters charges for placing the Measure on the ballot and for legal counsel related to the Sierra Club litigation. The allocation called for proportional payment of expenses between the Valley (80%) and the Mountain/Desert (20%), based upon the ratio of Measure I revenue generation in the subareas.

All expenses related to the Registrar of Voters charges were initially funded by Valley Measure I Major Projects funds. Each Mountain/Desert jurisdiction's proportional share of the Registrar of Voters charges were withheld from the June 2005 Measure I local pass-through distribution totaling \$161,232. (The total Registrar of Voters fee was \$806,161: Mountain/Desert share of \$161,232 and Valley share of \$644,929.) The reconciliation related to legal fees was deferred until final costs from the litigation were available.

Reconciliation of all legal fees associated with the Sierra Club litigation on Measure I renewal has been finalized. Legal fees for services from Best, Best and Krieger; Bingham McCutchen; and San Bernardino County Counsel related to the Sierra Club litigation in 2004, 2005 and 2006 total \$231,623. An analysis of the

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*Approved
Plans and Programs Committee*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

expenses has concluded that both the Valley and Mountain/Desert share of legal expenses related to Measure I renewal litigation have been fully funded, based upon the approved proportional shares, within the approved budgetary authority during the period from August 2004 to June 2006.

This item fulfills the Board of Directors direction to report on the allocation of expenses related to legal fees and to insure that expenses for Registrar of Voters and legal services are paid proportionally among the Valley (80%) and the Mountain/Desert (20%). Staff has concluded that all aspects of payment of expenses have now been concluded.

Financial Impact: This item has no immediate impact upon the adopted budget. This item reports on the payment of expenditures in prior budget years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on September 15, 2006 and is scheduled for review by the Plans and Programs Committee on September 20, 2006.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

Minute Action

AGENDA ITEM: 18

Date: September 20, 2006

Subject: Interagency Agreement for the Provision of Regional Rideshare Services

Recommendation:* 1. Approve Interagency Agreement No. C07-074 with the Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC) and the Ventura County Transportation Commission (VCTC), for the Provision of Regional Rideshare Services. This item has no financial impact; and
2. Authorize the Executive Director to execute the agreement.

Background: SANBAG has been involved in the funding and implementation of ridesharing and trip reduction services since the agency's inception. The local employer and commuter programs are implemented through a partnership and contract with RCTC. Because of the intercounty commute patterns in Southern California, there has been a long standing cooperation and partnership with other county transportation commissions (CTCs), so as to provide the highest level of service to the commuting public. As a result, beginning in Fiscal Year (FY) 2002/2003, all regional rideshare services have been funded and implemented in partnership with the other four CTCs, including, media and regional outreach, database management, ridematching, teleservices, intercounty programs and assistance to employers with multiple worksites in multiple counties.

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Approved
Plans and Programs Committee

Date: September 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

These regional services are provided primarily through contracts with RCTC and Metro. This effort has resulted recently in the deployment of a regional commuter website, www.CommuteSmart.info, as well as the introduction of a regional program to assist ridesharing commuters with trips home in the case of an emergency (Guaranteed Ride Home Program). In addition, SANBAG has been the lead agency with organizing regional staff efforts and heading up a monthly staff committee responsible for regional oversight and implementation.

Even though these services have been coordinated and funded through annual agreements with the implementing CTC, Staff believed it was in the region's best interest to solidify this arrangement through some kind of an agreement mechanism. Please refer to the attached agreement which identifies how these separate agencies will work together to achieve a common goal of improved mobility. This agreement has been reviewed and approved by all five agencies' legal staff and was reviewed by the Executive Director/Chief Executive Officer roundtable at their August meeting.

Should any new regional efforts result in a financial commitment/expenditure to any of the agencies, that program commitment will be brought forward for approval at that time. The SANBAG rideshare program is funded through federal Congestion Mitigation/Air Quality (CMAQ) funds, which were awarded by the SANBAG Board through a competitive process. The rideshare program funding has also been programmed in the Regional Transportation Improvement Program and included in the Regional Transportation Plan. As a transportation control measure, ridesharing strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

Since this interagency agreement has no financial commitment, Staff also requests that the Board authorize the Executive Director to execute this agreement, which is consistent with how the other agencies intend to execute this agreement as well.

Financial Impact: There is no financial impact associated with the execution of this Agreement. Funds for the regional and local rideshare program are included in the FY 2006/2007 Budget, Task Number 40607000.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006. Counsel has reviewed this item as to form.

Responsible Staff: Michelle Kirkhoff, Director of Air Quality/Mobility Programs

INTERAGENCY AGREEMENT FOR THE PROVISION OF REGIONAL RIDESHARE SERVICES

INTRODUCTION

This Interagency Agreement for the Provision of Regional Rideshare Services (the "AGREEMENT") is made and entered into by and among the following public agencies that provide funding for regional rideshare services and are parties to this AGREEMENT. These parties are collectively referred to as the "CTCs" and individually as a CTC:

- (a) LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)
- (b) ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
- (c) RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)
- (d) SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)
- (e) VENTURA COUNTY TRANSPORTATION COMMISSION (VCTC)

RECITALS

WHEREAS, the five CTCs have funded regional rideshare services through individual agreements with the former Commuter Transportation Services and Southern California Association of Governments (SCAG) for more than 20 years combined; and

WHEREAS, the five CTCs have worked collectively since 1995 to coordinate regional rideshare services through the umbrella of the Regional Transportation Agencies Coalition, and

WHEREAS, 13% of the commute trips travel between counties within the five county region of Los Angeles, Orange, Riverside, San Bernardino and Ventura; and

WHEREAS, there are economies of scale and improved service effectiveness when these services are coordinated and pooled; and

WHEREAS, the parties of the AGREEMENT are responsible for providing rideshare services within their individual county areas; and

WHEREAS, the parties of this AGREEMENT recognize the need to establish a framework in which rideshare services are funded, coordinated and provided to residents and employees within the region, across county boundaries; and

NOW THEREFORE, the parties to this AGREEMENT agree to the following:

1.0 PURPOSE

It is the purpose of this AGREEMENT:

- A. To promote mobility throughout the region through provision of regional trip reduction and rideshare programs (the "Services") and
- B. To identify, develop, fund, and implement such programs jointly through a coordinated and cooperative manner; and
- C. To address issues of common interest in trip reduction and ridesharing, with the intent of facilitating identification, coordination and resolution of issues affecting more than one of the CTCs, and
- D. To define and set forth the working relationships between the CTCs to establish contractual relationships that streamline program budgeting and invoicing procedures between the agencies.

2.0 JOINT RESPONSIBILITIES

Joint CTCs' responsibilities in relation to this AGREEMENT are:

- A. To provide input to CTCs' staff regarding policy and program issues relating to any and all regional rideshare programs funded and implemented in a joint manner with the five CTCs, including, but not limited to: regional ridematching database, regional website, regional marketing efforts, regional studies, regional transit trip planner, and 1-800-COMMUTE.
- B. To develop a staff level forum, as well as an executive level forum for meetings to identify, address and resolve policies/issues, as needed.
- C. To provide input to CTCs' staff regarding areas of mutual interest that may include the rideshare and/or Transportation Demand Management components to the following additional programs:
 - i. Transportation Planning, including but not limited to the Regional Transportation Plan (RTP), Air Quality Management Plan (AQMP) and the Regional Transportation Improvement Program (RTIP), and so on.
 - ii. State and/or federal legislation, as well as funding opportunities, including but not limited to SCAG's Overall Work Program (OWP), State Transportation Improvement Program (STIP), Congestion Mitigation and Air Quality Funding (CMAQ), and so on.
- D. Each CTC shall participate, as necessary and convenient, in a staff level regional rideshare meeting to coordinate their interests and efforts between and with the CTCs, SCAG, Air Districts, and/or Caltrans on rideshare matters.

- E. Should consensus on matters of mutual interest not be reached at the staff level, the issue(s) shall be forwarded for discussion and resolution by the Chief Executive Officers of the CTCs at their periodic coordination meetings.
- F. The CTCs shall select one of the parties to this AGREEMENT to recommend filling the "Regional Rideshare Agency" seat on the Mobile Source Air Pollution Reduction Review Committee (MSRC). The CTC selected to serve on the MSRC will provide the regular and alternate member and shall serve a two-year term. A CTC's eligibility to provide an MSRC member will be based on the following criteria:
- i. CTC with boundaries located within the South Coast Air Basin,
 - ii. CTC who has implemented services on behalf of the collective CTCs (in addition to participating in the coordination meetings) relative to the provision of the regional program identified in 2.A above, and
 - iii. The individuals appointed by the selected CTC as the regular and alternate member to represent the collective CTCs shall have participated in rideshare policy, either at the CTC, SCAG, Regional and/or State level.

For the purpose of recommending a member to the MSRC, Metro, OCTA, RCTC, and SANBAG shall have one vote and each CTC shall not vote on any item not related to its own agency.

G. Membership policies

- i. The Executive Directors (ED) or Chief Executive Officer (CEO) of each CTC shall appoint a staff level representative for its agency who has the authority to vote on behalf of the CTC. Said representative shall have direct responsibility for and oversight of its CTC's rideshare programs.
- ii. If the ED or CEO of a CTC appoints, reappoints or fills a vacancy, he/she will give notice in writing to the other member agencies.

3.0 FUTURE JOINT RESPONSIBILITIES

Future Regional Rideshare Program elements will be developed via the staff level forums and executive level forums described in Section 2.B.

4.0 TERMINATION

Any party to the AGREEMENT may withdraw from this AGREEMENT by giving three months written notice thereof. If less than one year written notice to withdraw the AGREEMENT is received, then the CTC withdrawing from the

AGREEMENT is to be responsible for any operational, software and/or hardware costs related to that CTC's withdrawal.

5.0 INDEMNITY

Any CTC shall indemnify, defend and hold harmless the other CTCs, and their respective officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by the indemnifying CTC, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of its performance with this AGREEMENT.

6.0 MISCELLANEOUS

- A. Agreements among the CTCs shall address contractual terms, including but not limited to:
 - i. Ownership of materials/equipment/confidentiality/use of data, software licensing agreement and provisions for use,
 - ii. Project-related copy and logo placement,
 - iii. Termination,
 - iv. Payment of compensation,
 - v. Audit,
 - vi. Reporting requirements,
 - vii. Contractors/subcontractors,
 - a. Level of competency
 - b. Licenses, permits and qualifications
 - viii. Inspection of services,
 - ix. Force majeure, and
 - x. Assignment.
- B. Each CTC shall endeavor to develop software and/or products that are jointly owned and operated by the CTCs.
- C. This AGREEMENT shall be governed by California Law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- D. This AGREEMENT shall not be amended, nor any provision or breach and hereof waived except in writing signed by the parties.
- E. All parties have participated in the drafting of this AGREEMENT.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
 Roger Snoble Date
 Chief Executive Officer

APPROVED AS TO FORM for METRO:
Raymond G. Fortner, Jr.
County Counsel

By: _____
Deputy Date

ORANGE COUNTY TRANSPORTATION
AUTHORITY

By: _____
 Arthur T. Leahy Date
 Chief Executive Officer

APPROVED AS TO FORM for OCTA:

By: _____
Kennard R. Smart, Jr. Date _____
General Counsel

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____
Eric Haley Date
Executive Director

APPROVED AS TO FORM for RCTC:

By: _____
Steve C. DeBaun Date _____
Best, Best & Krieger, L.L.P.
Legal Counsel

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SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: _____
Mark A. Grasso Date
Executive Director

APPROVED AS TO FORM for SANBAG:

By: _____
 Jean-Rene Basle Date
 SANBAG Counsel

VENTURA COUNTY TRANSPORTATION
COMMISSION

By: _____ Date _____
Ginger Gherardi
Executive Director

APPROVED AS TO FORM for VCTC:

By: _____
 Mitchel B. Kahn Date
 General Counsel

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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 19

Date: September 20, 2006

Subject: Southern California 511 System

Recommendation:* Receive information regarding the development of a regional 511 system.

Background: In 1999 the United States Department of Transportation petitioned the Federal Communications Commission (FCC) to designate a nationwide three-digit telephone number for traveler information. At the time, there were over 300 different telephone numbers providing some sort of highway or public transportation-related information to the public. On July 21, 2000, the FCC designated 511 as the national travel information number. The FCC ruling did not provide a funding source for the national number, and left all of the implementation and funding decisions to the states and local agencies. In August 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) was signed into law. Section 5306 requires that by 2010, a national 511 system will be established that is to include a "user friendly" telephone service as well as a comprehensive website.

The five county transportation commissions (CTCs) in the SCAG region are responsible for providing a variety of transportation, transit and / or motorist-aid services and traveler information for their respective areas. The five CTCs along with the California Department of Transportation local Districts (Caltrans), have formed a partnership to identify how to fund and implement a 511-traveler

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Approved
Plans and Programs Committee

Date: September 20, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

information system throughout the region. There are currently two traveler information systems in operation that provide information region wide, and they are: 800-Commute and CommuteSmart.Info. These two systems provide many of the functionality that is needed for a 511 system and have been developed and implemented with full participation and cooperation from the CTCs. There is a multitude of other help lines/phone numbers and websites that have been implemented by the various transit and transportation agencies, but most of those focus their information to their specific area and there is no sharing of information from one area to another. With the projected population growth and traffic congestion in the region as well as the success of other 511 systems throughout the nation, the CTCs concluded that it would be beneficial to deploy and operate a phone system and website that supports commuter modes and services and are accessible via the national 511-traveler information number. Initially, the Los Angeles County Metropolitan Transportation Authority (Metro) proposed to deploy a 511 system for Los Angeles county only; however, the other CTCs were able to convince Metro that it is in the best interest of the region to deploy a 511 system for the five county area, given the inter-county commute patterns.

Therefore, Metro has agreed to take the lead on developing and releasing a Request for Proposals (RFP) for a regional 511 system on behalf of the five CTCs. The CTCs and Caltrans have developed a Scope of Work (SOW) to develop and deploy a comprehensive 511 system, that includes an Interactive Voice Response (IVR) telephone system and a web portal providing a variety of traveler information to the public. The RFP is very similar to the current services offered through the Bay Area 511 system (to test the Bay Area 511 system, call 866.736.7433). The one element that the new 511 system will include and is not currently available in Southern California (and is a key function of the Bay Area 511 system), is highway speed and travel information via the phone. When deployed, the system will be primarily based on detection data provided by Caltrans, as well as incident data provided also by the California Highway Patrol.

In order for the 511 system to be effective, the traveler information supplied to it by the individual CTCs and Caltrans' Districts must be reliable. With that in mind, SANBAG has been working closely with Caltrans District 8 regarding the veracity of the district's highway data. Speed and congestion information is transmitted to Caltrans through a system of loops embedded in the roadbed. The information is rationalized and interpreted in order to inform Caltrans, news media and the traveling public regarding traffic conditions, etc. The current loop system does not cover the entire San Bernardino valley, and is absent in the mountain/desert areas as well as several other key/high congested corridors. SANBAG continues to work with Caltrans to develop and deploy a

comprehensive detection program, but that will take time, money, and will not be in place prior to the 511 deployment. Staff will keep the Board apprised of these activities as they develop.

In the meantime, the tentative 511 RFP schedule is as follows:

- Mid to late September – Metro to advertise and release the RFP
- Early to Mid November- Proposals Due
- November to December- Evaluate Proposals and Negotiations
- Early January - Metro Board Approval and Contractor starts work
- July 2007-Start-up Baseline 511 begins

A committee to evaluate the responses to the RFP will be created with the CTCs having one vote on the committee. The three affected Caltrans' districts (8, 7 and 12) will also have one vote as well. The remaining evaluation committee members will consist of Metro staff.

There are several key areas that SANBAG staff are insisting be included in the 511 program. At a minimum, the information that is currently being offered through the CommuteSmart.info website and the 1-800-Commute telephone service will be included. And Staff will assure that the new services/information is consistently available throughout all portions of the county as well.

Metro has yet to establish any cost parameters for developing and implementing 511. More details as to the exact costs and what if any cost sharing by the other CTCs, will be determined after a successful proposer is selected. At that time, Staff would bring back to the Board the anticipated cost impacts to SANBAG, along with an interagency agreement for Metro to operate and recoup costs (if any) from the partnering CTCs. Should a CTC elect not to participate, then it is likely that their information will not be included in the IVR and web systems, even though the 511 number from that county would go to the Metro network.

Financial Impact: Funds for the development and implementation of a regional 511 system have not been budgeted in the Fiscal Year 2006/2007 Budget.

Reviewed By: This item will be reviewed by the Plans and Programs Policy Committee on September 20, 2006.

Responsible Staff: Michelle Kirkhoff, Director of Air Quality/Mobility Programs

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996